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A COLLECTION
OF
TREATIES, ENGAGEMENTS, AND SANADS
RELATING TO
INDIA AND NEIGHBOURING COUNTRIES.

COMPILED BY
C. U. AITCHISON, B.C.S.,
UNDER-SECRETARY TO THE GOVERNMENT OF INDIA IN THE
FOREIGN DEPARTMENT.

VOL. VI.

CONTAINING

PART I.—THE PESHWA, BARODA, KATHIAWAR, PALANPUR
AGENCY, MAHI KANTHA AND REWA KANTHA.

Revised and continued up to the present time
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TREATIES, ENGAGEMENTS, AND SANADS

RELATING

TO THE STATES

WITHIN THE

BOMBAY PRESIDENCY.

PART I.

I.—THE PESHWA.

SHIVAJI, the founder of the Mahratta power, began his career as a bandit at the early age of seventeen, and at the time of his death in 1682, he had established his power over the greater part of the Konkan. He had few pretensions beyond those of a successful rebel against the declining Muhammadan power.* Most of his possessions were wrested from his son and successor Sambhaji, who was taken prisoner by Aurangzeb and cruelly put to death, and whose son, Shahu or Shahuji, was carried into captivity. But the efforts of the Emperor to subdue the Mahrattas, in which he persevered till his death in 1707, were unavailing. For although he succeeded in taking most of their forts, the Mahrattas under different leaders revenged and enriched themselves by incursions into the imperial dominions, and overran the whole country south of the Narbada. The ill-judged bigotry of Aurangzeb, in provoking by religious persecution the Rajput Princes of Malwa, favoured the cause of the Mahratta invaders. But it was chiefly during the weak reign of Muhammad Shah that the Mahratta supremacy was extended.

Shahuji was released from captivity on the death of Aurangzeb, but on his return to the Deccan, he found himself opposed by his cousin Shivaji, and his

* A treaty appears to have been concluded with him in 1674, which is thus described by Grant Duff:—

“The treaty consisted of twenty Articles, the substance of which the Mahrattas have preserved under four heads:—*First*, indemnification for the losses at Rajapur, with permission to establish factories at Rajapur, Dabal, Chaul, and Kalyan, and to trade all over Sivaji's territory; buying and selling at their own prices, without being liable to the imposition of fixed rates; *second*, they were only to pay an import duty of 2½ per cent. *ad valorem*; *third*, coins were to pass reciprocally; and, *fourth*, wrecks were to be restored.”—*History of the Mahrattas*, Vol. I, p. 264.

aunt Tara Bai. He succeeded, through the ability of his minister Balaji Vishwanath, in recovering his rights. Being addicted to ease and pleasure, Shahuji, nominally the head of the Mahratta power, established himself at Satara, of which place his successors became titular Rajas; while the real authority and actual supremacy in the Mahratta confederacy devolved on Balaji, in whose family the office of Peshwa became hereditary, as offices under the Mahratta rule usually did.

Balaji Vishwanath died in April 1720, and was succeeded by his son Baji Rao who held office for twenty years. The armies of Baji Rao ravaged Gujarat, and completely reduced Malwa, of which province he was created Subadar by the Emperor of Delhi. Baji Rao was aided in this by the policy of the Nizam, who wished to interpose the Mahrattas as a barrier between the Court of Delhi and his own possessions. After overrunning Bundelkhand and Hindustan, and exacting a promise of chaauth or a fourth of the revenue of the Delhi Empire, Baji Rao returned to his southern possessions. He died in 1740 on the banks of the Narbada, when marching to renew his depredations in Hindustan. A year before his death the British Government concluded with him a Treaty (No. I), which was principally of a commercial nature.

Baji Rao left three sons: Balaji Baji Rao, Raghoba, and Shamsher Bahadur, an illegitimate son by a Muhammadan woman. The last succeeded to the Peshwa's possessions in Bundelkhand, and his descendants became the titular Nawabs of Banda. Balaji Baji Rao, commonly called Nana Sahib, succeeded his father in the office of Peshwa, after some opposition from Raghuji Bhonsla and the Gaekwar, and on his accession he went through the mock ceremony of receiving investiture from the hands of the nominal Raja, Shahu. He was of an inactive disposition, and entrusted his internal government to his cousin Sadashiv Rao Bhao, and the command of his armies to his brother Raghunath Rao or Raghoba. In 1755 an Agreement (No. II) was made with Balaji Rao for an expedition to reduce the power of Angria, who had established his authority on the Konkan coast within the Mahratta territory, and had become so formidable by his piratical depredations that the British Government found it necessary to take vigorous measures for his destruction, in which they were willingly assisted by the Mahrattas. The strongholds of the pirates and their treasure were captured by a combined force under Clive and Admiral Watson in 1756. On the conclusion of the expedition a Treaty (No. III) was made with the Peshwa, which, besides securing certain commercial advantages,

excluded the Dutch from the trade of the Mahratta dominions, and gave the English possession of ten villages, including Bankot.

In the time of Baji Rao, the Chiefs Sindhia and Holkar had risen from low positions to be the principal leaders of the Mahratta armies under Raghoba. The whole of Malwa was divided between them and a few jagirdars, of whom Anand Rao Puar of Dhar was the principal. The Mahratta influence was now supreme at Delhi, where the dissensions of the court had invited their interference. In 1758 the Mahratta conquests were extended as far as Lahore and Multan by Raghoba. But these aggressions provoked the fifth invasion of Ahmad Shah Abdali, at whose hands the Mahrattas sustained a disastrous defeat at Panipat, which for a time destroyed their power in Northern India. This defeat was to some extent occasioned by a temporary exchange of functions between Raghoba and Sadashiv Rao Bhao. The Peshwa survived this disaster only a few months.

Nana Sahib was succeeded by his second son Madhav Rao Ballal, then 17 years of age, under the regency of his uncle Raghoba. Shortly after his accession, his territories were threatened by the Nizam, and the Peshwa became desirous to settle some existing disputes with the British, which had arisen in consequence of attacks made on the Sidi of Janjira, an ally of the British Government. The disputes were adjusted by Treaty (No. IV). Negotiations were also entered into by the Mahrattas with a view to obtain military assistance from the British, but they were suddenly broken off, the Mahrattas having in the meantime come to terms with the Nizam.

Raghoba long endeavoured to keep Madhav Rao in a state of dependence, but the talents and address of the latter enabled him to assume the administration, which he held for eleven years. He died in 1772 without issue. The year before his death the influence of the Mahrattas was re-established in Upper India by Sindhia, who overran Rohilkhand, detached the Emperor Shah Alam from alliance with the English, and replaced him on the throne of Delhi, where he held him in a state of tutelage.

The death of Madhav Rao was followed by the murder of his brother and successor Narayan Rao, and the usurpation of Raghoba. A revolutionary party was formed by the chief ministers of the State in favour of Ganga Bai, widow of Narayan Rao, who, after her husband's murder, gave birth to a son, Madhav Rao Narayan. Raghoba, on the other hand, strengthened his position by negotiations with Sindhia, Holkar and the British. Being deserted by Sindhia and Holkar, Raghoba was glad to purchase the assistance of the

British by ceding Bassein, the island of Salsette, and other islands on the Bombay coast, which they had long but unsuccessfully endeavoured to obtain, and of which they had recently taken possession in anticipation of the places being occupied by the Portuguese. The arrangements made were reduced on the 6th March 1775 to the form of a Treaty (No. V) ; out of which arose the first Mahratta war.

The force sent to assist Raghoba gained some unimportant successes, which so pleased Raghoba that he presented to the English the districts of Hansot and Amod, then estimated to yield Rupees 2,77,000 a year. But the successes of Raghoba were short-lived. The Supreme Government in Bengal disapproved of the treaty with him, declared it invalid, and deputed Colonel Upton to negotiate with the ruling ministerial party at Poona. On the 1st March 1776 Colonel Upton concluded the Treaty of Purandhar (No. VI) ; but two of its articles were afterwards erased by mutual consent, and an additional clause was added. This treaty established peace between the British Government and the ministerial party, and dissolved the alliance with Raghoba, who vainly attempted to maintain the alliance by offering to cede the whole of Konkan and ten per cent. of all the jagirs of the Mahratta Empire.

In the meantime the ministerial party split into two factions—one headed by Nana Farnavis and Sindhia, in support of the young Peshwa ; and the other by Moroba, the cousin of Nana Farnavis, who was supported by Holkar and the adherents of Raghoba at Poona. By the vacillation of Holkar the party of Nana Farnavis gained the ascendancy. Nana Farnavis not only obstructed the fulfilment of the treaty of Purandhar, but was believed to have made a secret agreement with the French, which endangered the possessions of the English in the west of India ; and, as Moroba's party invited the co-operation of the English, it was resolved to make a new alliance with Raghoba on the terms of the treaty of 1775, but on the understanding that he was to be placed in power merely as regent for the young Peshwa during his minority. The new Treaty (No. VII) with Raghoba was concluded on the 24th November 1778.

The Bombay troops, which were to establish Raghoba in the regency, advanced towards Poona without waiting for the column which was marching to their support from Bengal under Colonel Goddard. At Talegaon they were met by the whole Mahratta force, their retreat was cut off, and they were compelled to subscribe the Convention of Wargaon (No. VIII). By

this the whole of the territory acquired by the Bombay Government since the death of Madhav Rao Ballal was surrendered ; and the British army was allowed to retreat after giving two hostages for the fulfilment of the engagement. The validity of this convention was disavowed, and Colonel Goddard, who reached Bombay early in 1779, was instructed to endeavour to negotiate peace with the Poona State on the terms of the treaty of Purandhar, but with a provision for the exclusion of the French from Mahratta territories.

Negotiations were continued for several months, but eventually hostilities were commenced, as the Mahrattas insisted on the restoration of Salsette and the surrender of Raghoba as preliminaries to any treaty. After obtaining some successes in the Konkan and Malwa, the British Government received intelligence that a confederacy had been formed against them by Haidar Ali, the Nizam, and the Mahrattas, and deemed it expedient to make proposals for peace. The Raja of Berar was detached from the confederacy ; and a separate treaty was made with Sindhia, who agreed to use his influence to bring about a general peace. The negotiations resulted in the conclusion of the Treaty of Salbai (No. IX) in 1782, by which peace was restored between the Peshwa and the English and their respective allies ; the English were to abstain from giving any support or protection to Raghoba, who was to receive a provision from the Peshwa ; all territories conquered from the Peshwa subsequent to the conclusion of the treaty of Purandhar were restored ; the Nizam and Haidar Ali were to restore the territories they had taken from the English ; and Sindhia became guarantee for the due fulfilment of the treaty by the contracting parties. Raghoba survived the conclusion of this treaty only a few months. The interpretation of article 11 of the above treaty, relating to maritime intercourse, was defined by a supplementary Treaty (No. X) on the 26th April 1783, which further provided that no protection should be given by either party to fugitives from the territory of the other.

Haidar Ali died in December 1782, but his son Tipu, although professing acquiescence in the terms of the treaty of Salbai, continued the war with the English ; and a new Treaty (No. XI) was concluded in October 1783 between Sindhia and the English on the one part, and the Peshwa on the other, to enforce his submission in accordance with the 9th article of the treaty of Salbai. Before the provisions of this treaty could be carried out, the Madras Government had made peace with Tipu by the treaty of Man-

galore. This treaty, which was concluded without the concurrence of the Peshwa, the Mahrattas affected to consider a violation of the treaty of Salbai; but the ambitious designs which the leaders of the Mahratta parties now began separately to entertain reconciled them to the arrangements which had been made.

On the first appearance of a rupture with Tipu in 1790, Lord Cornwallis directed his attention to an alliance with the Peshwa. A Treaty (No. XII) of offensive and defensive alliance was made, to which the Nizam was admitted. The treaty of Seringapatam, concluding peace with Tipu, put the Peshwa in possession of one-third of the territories conquered from Tipu, yielding an annual revenue of 13,16,000 pagodas. After this, Hari Pant, the commander of the Mahratta army, proposed to subsidise a British force for the purpose of reducing any refractory dependents of the Peshwa; but the proposal was rejected. The jealousy with which the Mahratta powers now began to view the increased ascendancy of the British Government led the Peshwa to refuse the proposals of Lord Cornwallis for a mutual guarantee between the British Government, the Nizam and the Peshwa, against the future aggressions of Tipu.

The chief Mahratta leaders had now become allies rather than dependents of the Peshwa. Separate treaties had been concluded by the British Government with the Raja of Berar, the Gaekwar and Sindhia, and it is only in a confederacy of equals acting against a common enemy that the Mahratta Chiefs again appear united. The independence of Sindhia was virtually recognised by the treaty of Salbai, and his separate conquests in northern India and Malwa, although nominally held by him as deputy of the Peshwa, gave him full control over the court at Poona.

The young Peshwa Madhav Rao died on the 27th October 1795, and his death was followed by dissensions which threatened the dissolution of the Mahratta confederacy. These dissensions resulted in the establishment of Baji Rao, the son of Raghoba, as Peshwa through the military power of Daulat Rao Sindhia, who used his ascendancy among the Mahratta Chiefs to defeat the negotiations of the British Government for an alliance with Poona. After the fall of Seringapatam in 1799, a share of the conquered territories of Mysore, yielding 2,63,000 pagodas, was offered to the Peshwa, on condition that the grant should form the basis of a new treaty similar to that which the British Government had concluded with the Nizam. But under the

influence of Sindhia the offer was rejected, and the territory was divided between the British Government and the Nizam.

In the war which broke out between Sindhia and Holkar in 1801, the united forces of Sindhia and the Peshwa received a severe defeat on the 25th October 1802. The crisis was opportune for the re-establishment of British influence at Poona, and overtures for a subsidiary force made by Baji Rao, who had fled from Poona on Holkar's approach, were favourably received. On the 31st December 1802 the celebrated Treaty of Bassein (No. XIII) was signed. By this the Peshwa undertook to receive a subsidiary force of six battalions with guns, and to cede for their payment territory of the value of Rupees 26,00,000. The Peshwa was to refer to the British Government all his disputes with the Nizam, and his claims against the Gaekwar, and was to be restored by the British Government to his full rights as head of the Mahratta confederacy. A portion of the territory thus ceded was afterwards exchanged for part of the Peshwa's possessions in Bundelkhand; and this arrangement was embodied in supplementary articles to the treaty on the 16th December 1803. Baji Rao was re-established at Poona on the 13th May 1802. Holkar fled on the approach of the British force, and Sindhia, after hesitatingly expressing his acquiescence in the arrangements to be made under the treaty of Bassein, in which he saw the destruction of his scheme for obtaining control over the Poona government, changed his plans, and formed a league with the Raja of Berar to defeat the treaty. The campaigns against these Mahratta Chiefs in 1803, and Holkar in 1805, completely broke up the Mahratta confederacy, and established once for all the supremacy of the British power in India. The territories then conquered from Sindhia and the Raja of Berar were distributed between the British Government, the Peshwa and the Nizam, by the partition Treaty of Poona in 1804 (No. XIV). The Peshwa's share was the city and province of Ahmadnagar.

For many years nothing occurred to interrupt the friendly relations between the British Government and the Peshwa, although the latter was somewhat dissatisfied with the terms of the settlement of his claims over the petty jagirdars within his dominions, by which his power to oppress them was limited, and they were guaranteed in their territories so long as they fulfilled their original engagements to the Poona State. But in 1815 difficulties arose from the treacherous conduct of the Peshwa and his minister Trimbakji Denglia. By the treaty of Bassein the British Government was constituted the arbitrator between the Peshwa and the Gaekwar. For the settlement of

the heavy claims of the Peshwa, which were brought forward in pursuance of a scheme to revive the old Mahratta policy at which Baji Rao began to aim, the minister of the Gaekwar, Gangadhar Shastri, a staunch friend of the British Government, was invited to Poona under a guarantee from the British Government of his personal safety. He was there assassinated at the instigation of Trimbakji; the Peshwa himself not being above suspicion of participation in the crime. Baji Rao was compelled to surrender his favourite minister, who was imprisoned in the fort of Thana. Trimbakji escaped in September 1816, and was concealed by the Peshwa, who, while pretending the greatest zeal for the friendship of the British Government, was making extensive preparations for war, and had opened negotiations with Holkar, Nagpur and the Pindaris. When these facts were discovered, the Peshwa was informed that he had grossly violated his engagements; the subsidiary force was marched upon Poona; and Baji Rao was required to surrender three of his strongest forts, and to subscribe a Treaty (No. XV) dictated to him by the British Government. The principal provisions of this treaty were obligations to seize and deliver up Trimbakji; to cede lands in lieu of the contingent maintained under the treaty of Bassein; to compromise his claims on the Gaekwar; to acknowledge the settlements made with the subordinate jagirdars in 1812; and to abstain from diplomatic intercourse with foreign powers.

The system of non-interference which the Government followed in Central India and Malwa greatly strengthened the Pindari hordes, and in 1816 their inroads into British territory made necessary a change in the policy of the British Government. The Pindaris looked much to the support of the Mahratta Chiefs, but Sindhia was detached from their cause by the treaty of 1817; Amir Khan was gained over by being guaranteed in his territories; the force of Holkar was broken in the battle of Mahidpur; and after a harassing war the Pindaris were completely broken up, and their Chiefs were forced to unconditionally surrender. In the meantime Baji Rao, smarting under the humiliation to which he was subjected by the recent treaty, took advantage of the Pindari war to break off his connection with the British Government. On the 5th November 1817 he suddenly attacked and plundered the Residency at Poona. After a desultory campaign, Baji Rao was reduced to the utmost distress, and in May 1818 offered to throw himself on the generosity of the British Government. He accepted terms (No. XVI) by which he resigned his sovereign power, and agreed to reside at some place on the Ganges,

receiving an allowance of Rupees 8,00,000 a year. Bithur, near Cawnpore, was selected as his future residence. The residents within the jagir which was assigned to him at Bithur were exempted from the jurisdiction of the ordinary civil and criminal courts of the country by Regulation I of 1832.

Baji Rao died on the 28th January 1851. He bequeathed all his property to his adopted son Dhondo Pant Nana, who was recognised by the British Government as his heir. No portion of the pension granted to Baji Rao was continued to his family. The jagir at Bithur, however, was continued for the life of Dhondo Pant; but the residents were made subject to the ordinary civil and criminal courts. Dhondo Pant was the notorious Nana Salib, who presided at the massacre at Cawnpore and took a leading part in the rebellion of 1857.

No. I.

TREATY with the MAHBATTAS in 1739.

ARTICLES of AGREEMENT between STEPHEN LAW, GOVERNOR of BOMBAY, &c., on the part of the HONORABLE ENGLISH EAST INDIA COMPANY, and BAJEEROW, PUNDIT PURDAN, or first MINISTER of the MOST SERENE SOU RAJAH, July 1739, or 1140, GENTOO STYLE.

STIPULATIONS between the GOVERNMENT of BAJEEROW, PUNDIT PURDAN, in the year 1140 of the GENTOO STYLE (ANNO DOMINI 1739) and the HONORABLE STEPHEN LAW, GENERAL of the port of BOMBAY, delivered to CAPTAIN INCHBIRD, his DEPUTY in BASSEIN.

ARTICLE 1.

The English shall only issue passes to the Company's vessels, the merchants or servants, dependents, belonging to the island of Bombay, or other places where the English have settlement; and the English shall not interfere with Bajeerow's fleet, nor give convoy to foreign vessels; save that if two or three vessels should accidentally fall into company with the English, in such case Bajeerow's fleet shall not molest them.

The English shall give their pass and colours to the vessels belonging to the port of Bombay, to the Company, or other merchants, as customary, but not to vessels belonging to those of foreign ports, who, taking pass from our Government, may navigate and carry on their trade freely. Those who shall not take our pass shall be chastised by us, and the English shall not oppose the execution. The English Government shall not, as aforesaid, give their pass or colours to foreign merchants, or convoy vessels belonging to foreign ports not having passes from this State. Our fleet will not harm two or three vessels belonging to foreign ports, if by chance they come under convoy of the English fleet, whilst they continue under that convoy.

ARTICLE 2.

The English, nor their subjects or dependents, shall not freight or put their effects on board any vessels not provided with passes from Bajeerow; but if any unavoidable necessity obliges

The English shall not freight their effects, or those of their jurisdiction, on vessels not having passes from this State, and shall only freight those that have our pass; but

them to the contrary of this, in case of such effects being seized by Bajeerow's fleet, they shall be restored to the owners, they proving their property therein.

in case of such a freight through pure necessity, and the effects should be seized by our fleets, on proof being made that they belong to the English or their merchants, they shall be restored and delivered up.

ARTICLE 3.

The English will not lay any restraint on the inhabitants of other countries that have taken refuge in Bombay, in the war time, let them be coolies, carpenters, or other caste whatever, from returning to their abodes with their effects and gallivats.

The English shall lay no restraint on the inhabitants, coolies, carpenters, and all castes of people belonging to the jurisdiction of Bassein up to Demaun and other places whatever, that retired to Bombay, but shall let them come away with their effects and gallivats.

ARTICLE 4.

The English will furnish two fighting gallivats, if required, to give convoy to the fishing gallivats of Bajeerow, carrying goods or provisions, in their passage to and from Mahim and Versova.

The fishing gallivats that carry provisions or goods to and from Versova shall be conveyed in their passage, coming and going, between Versova and Mahim, by the English.

ARTICLE 5.

The English will grant free license for the export of all goods and commodities whatever, for the service of Bajeerow, and a free trade to the merchants of his country, in all sorts they may want, as iron, lead, brimstone, saltpetre, dammar, tar, sail-cloth, coir, and others (excepting artillery, balls, powder, and shot), they paying the customary duties. Such things as have not before been used to pay export duty shall continue free of any as before. In like manner Bajeerow shall permit the English and their merchants the free trade of his country and liberty of export of goods and provisions, paying the customs.

All sorts of merchandize or goods (except artillery, powder, balls and shells) that the State may want, such as iron, lead, brimstone, saltpetre, dammar, coir, cloth for sails, and other sorts, shall be freely supplied us: and there shall be, in no wise, any impediment given to the merchants of this jurisdiction in their procuring the above sorts, or denial from the merchants or the Company; and when exported they shall only pay the customary duties that such goods have been commonly rated at, and they shall pay no customs on those that were not before liable to any. In the same manner there shall be no impediment given the English, the Company, or their merchants in their buying any goods or provisions from this jurisdiction, or exporting the same, paying the customs.

ARTICLE 6.

The English will preserve their dominion of the river of Mahim, as it was granted them by the Portuguese. All the merchants' vessels and fishing gallivats belonging to Bajeerow's Government shall have free passage through the said river, and five or ten sepoys, with their arms, shall be allowed to pass, being on board merchant vessels, on any service, or employed to bring intelligence.

All the command and dominion which the Government of Bombay has in the river, from Mahim to Bombay, since the time it was delivered to them by the Portuguese, shall be preserved in the same manner as has been practised from the beginning. All other commands or dominions they may have increased since, by means of their power, shall not be allowed. They shall grant free passage through the said river to all merchant vessels and fishing gallivats that carry goods to and fro (except those belonging to our fleet). They shall suffer five or ten sepoys to pass with their arms, that may be in the said vessels, on any service, or sent to bring intelligence.

ARTICLE 7.

The English will not assist any of Bajeerow's enemies, though in friendship with them, with any other or more of the sorts than what they engage to supply Bajeerow's State with; and Bajeerow shall observe the like agreement with the English.

The English shall not give assistance of any sort to the enemies of this State, though they may be their friends.

In like manner, we will not assist the enemies to the English. All the sorts they supply this State with, they may furnish others as they please, excepting munitions of war.

ARTICLE 8.

Any person belonging to the English or Bajeerow's jurisdiction, that shall go over to either Government, such Government shall oblige him to make satisfaction to his creditors. If a slave, he shall be delivered up by compulsion.

Any person, of their side, taking refuge under either Government, let him be merchant or in pay, and owing or carrying money away with him, the creditor of such person shall go where he is and proving the debt by the arbitration of five persons, the money shall be delivered to the owner, and the person sued shall have liberty to go freely where he pleases; but if a slave he shall be delivered up by force.

ARTICLE 9.

Any vessel belonging to the English or Bajeerow that shall be driven by stress of weather, or other accidents, for shelter on the coast of either jurisdiction, all possible assistance shall be given for the refittal; but if stranded or wrecked on either shore, half of the cargo and vessel shall belong to the Government, and the other half be reserved to the owner.

Any vessel, great or small, belonging to either Government, that by stress of weather shall be driven for shelter to the coast under either jurisdiction, shall receive all possible assistance, and the masts, yards, and apparel that may have suffered be refitted, and proceed freely on her voyage. But in case the Company's or their merchants' effects shall be shipwrecked on any place of our jurisdiction, one-half shall be restored to the owners, and one-half shall remain to the State. In like manner the effects on board any vessels of our jurisdiction that may be lost at Bombay, shall be divided, half to the Company and half to the owners.

ARTICLE 10.

The fleet of Bajeerow shall not attempt any vessel, though not provided with his pass, within the limits of the stakes at Mahim, in a direct line to the mouth of the harbour, within the distance of a koss, or a koss and a half, from Underee on this side.

Our fleet will not harm any vessel navigating without a pass from this State, from the stakes at Mahim, in a direct line to the bar at the mouth of the harbour, within the distance of one koss, or one koss and a half, from Underee this way.

ARTICLE 11.

Bajeerow's fleet shall, by no means, hurt or molest the fishing gallivats, or other vessels belonging to the English or their subjects, in their navigation of these seas. In like manner Bajeerow's fishing gallivats, and other vessels belonging to him or subjects of his State, shall not be hurt or molested by the English fleet.

Our fleet will, by no means, molest any of the fishing gallivats, or other vessels belonging to Bombay navigating these seas. In like manner our fishing gallivats, and other vessels of our jurisdiction, shall not be molested by the English fleet.

ARTICLE 12.

Bajeerow's fleet shall pass and repass freely by the bar, or in the river, at the mouth of the harbour; and in case of touching at Bombay for watering,

The fleet of this State shall go in and out of port freely, and if, at any time, it should repair to Bombay for watering, and stay some time

they shall have friendly treatment. In like manner the English fleet shall have reception and assistance in the ports of Bajeerow's jurisdiction.

there, it shall meet with assistance there. In like manner we will assist and supply the English fleet arriving at any of our ports.

ARTICLE 13.

The English will give no let or molestation to the merchant vessels laden with goods of the merchants under Bajeerow's jurisdiction, passing to and from the Rivers Negotan, Penn, and other ports: but in case of any of the said vessels importing at Bombay, and landing their effects, they shall pay the port duties.

There shall be no impediment on the part of the English to our own merchant vessels, laden with goods belonging to the merchants of our jurisdiction, and that go or come from sea into the Rivers Negotan, Penn, and other ports; but if any such vessels go into Bombay, and unload their goods they shall pay the customs. However, in the river, there shall no harm whatever be suffered to be done to such merchant vessels by any power whatever.

ARTICLE 14.

The merchant vessels belonging to the English and their subjects shall have free leave to purchase in the Rivers Negotan, Penn, and other places, provisions and all sorts of merchandize, and export the same, paying the customs, and on the part of Bajeerow there shall be no impediment.

These fourteen Articles shall be observed without failure.

The merchant vessels of Bombay may, in the rivers of Penn, Negotan, or other whatever, purchase freely provisions, or other sorts of goods, and export them, paying the customary duties, and, on the part of this State, no impediments shall be given them.

These fourteen Articles, I (Chim-najee) have consented to, and they shall be observed without failure. Let this be made manifest.

The 16th of Rabillicar (or 12th July).

Confirmed by the Bombay Government on 20th July 1739.

No. II.

ARTICLES of AGREEMENT for an expedition against TOOLAJEE ANGRIA, settled in March 1755, by the HON'BLE RICHARD BOURCHIER, Esquire, GOVERNOR of BOMBAY, in behalf of the Honorable East India Company; and RAMAJEE PUNT, SOOBADHAR, in behalf of his master, NANA (BALAJEE BAJEE RAO) PUNDIT PURDAN, GENERAL of the MAHRATTAS.

1st.—That all the Marine shall be immediately under the command of the English, and the management of all affairs, both by sea and land, carried on by the approbation of both parties.

2nd.—All vessels whatever that may be taken from Toolajee (Angria) shall be equally divided between the English and Mahrattas, except the *Restoration*, which is to be the sole property of the English.

3rd.—Bankote and Himmurgur, with the river belonging thereto, and with five villages to the southward of said river, to be delivered to the English as the Honorable Company's property for ever, and the Mahrattas not to levy any additional inland duties.

4th.—The English engage to keep the sea, and prevent Angria's fleet from throwing succours into any place that may be attacked, but at this season only Soovurndoorg, Unjunwel, and Vijidoorg.

5th.—All ammunition, guns, and other stores that may be taken in the several forts in Angria's territories to belong entirely to the Mahrattas.

6th.—If Manajee's territories are jointly attacked, the Fort of Khanderee with its harbour to be delivered unto the Honorable Company, with the Villages Rivans, Runjunkhar, Sarul Shamy, Mandven, Kolgaon, Donbaren, Kehim, and Avas.

7th.—Any other Articles that may be necessary to be agreed upon to be settled between the Governor and Nana Pundit Purdan.

Confirmed by the Government of Bombay on the 19th March 1755.

No. III.

TREATY with the MAHRATTAS, dated the 12th of October 1756.

ARTICLE 1.

That the Mahratta Government will never permit the Dutch to settle or come into their dominions, but, on the contrary, issue express orders to prevent their carrying on any trade therein.

ARTICLE 2.

As an Article regarding Mahim River was included in the Treaty made in the time of the deceased Bajcerow, and it having been represented that the Bundora coolies have of late begun to set up new fishing stakes, which they ought not to have done in that River, the Mahratta Government do hereby oblige themselves not to permit thereof in future.

ARTICLE 3.

As Bankote and Himmutgur have been delivered to the Honorable Company the Mahrattas do, by these presents, give them the following villages towards defraying the expenses thereof, and which are to remain the said Honorable Company's property for ever, and of which they are to be put in possession without further delay, *viz.*, Vilass, Bag, Manly, Veswee, Chepolee, Coodook, Pundaree, Panam, Dasgom, and Comela.

ARTICLE 4.

It having been a custom, during the Governments of Angria and the Mahrattas at Bankote that the Seeddees received a chouth, or quarter part of the customs, the Mahrattas engage to satisfy the Seeddee in this particular, and that the Honorable Company do not meet with any embarrassment concerning it, nor concerning the royalty of this river, which is hereby given and made over to them for ever. In case the Seeddee should dispute complying with the foregoing the English declare it should not retard the compliance with what may be mentioned in these Articles concerning the delivery of Ghereah.

ARTICLE 5.

Customs are to be levied by the Mahrattas on goods which pass up the river of Bankote only at Gorgom and Marr, and not any let or impediment in any of the intervening places in the said river of Bankote.

ARTICLE 6.

As Dasgom is a pass for the Vunjarrahs, or country merchants, the Mahrattas engage that such goods as are carried that way to Marr, either by the river or by land, shall not pay any duties there, but only the usual nickolla.

ARTICLE 7.

All such subjects and inhabitants of Bankote, Himmutgur, and its dependencies, as, on account of the dispute with Angria, retired to the Mahratta territories, shall, if they are content so to do, be allowed to return to the English without any impediment from the Mahratta Government; and others that in future may leave the English are to be permitted to return again, if agreeable to them, in the manner above mentioned; and such subjects as shall leave the Mahratta Government and retire to Bankote shall have liberty to

return to the Mahrattas again on their agreeing with them, and in such case the English will not impede them.

ARTICLE 8.

The Mahrattas may export from the river of Bankote, annually, for the use of their southern forts, &c., grain of all kinds, to the value of forty thousand (40,000) Rupees, and it shall be free from customs at Bankote. They shall also have liberty to export, custom free, such salt, rafters, small timbers, &c., as they may want for the use of their Sircar or Government: and in consideration thereof the Honorable Company's goods, to the amount of one hundred and fifty thousand (1,50,000) Rupees, shall annually, in like manner, be free from all customs as far as Poona, upon Dakhlas, or certificates, being produced on both sides.

ARTICLE 9.

No additional inland duties whatever to be levied on the English goods by the Mahratta Government, but only the Rahadaree Customs.

ARTICLE 10.

Junardow Buttol Phudness Mahagom, with Balajee Bajeerow, Pundit Purdan, has a patrimony, in Velass, of one garden and fifteen beegahs of batty ground, which is to remain with him; in lieu or in consideration of which Nandgoa Compra is granted to the Honorable Company.

ARTICLE 11.

The Dutch goods will not be permitted to be landed at Rajapore, nor their trade suffered to be carried on there, concerning which the Mahrattas will give proper orders: and the people under the Mahratta Government are not to trade at Rajapore; but if disputes arise with the Seeddee this is to be no obstacle to the delivery of Ghereah, as will be mentioned in a subsequent Article.

ARTICLE 12.

The Brahmins, inhabitants at Hurrasecar, and others that will pass to and from thence on pilgrimage, are to be free from paying customs, in regard to the necessaries that they may have for their own use, or to perform their ceremonies; but this does not extend to merchandize.

ARTICLE 13.

The Mahar Government to carry grain of all kinds, timber, wood, &c., according to the custom formerly observed, but as to the power of the river, it is to be carried on agreeable to the Articles of this Treaty.

ARTICLE 14.

The Fort of Eswant Gur is to be entirely demolished, and the English, on their parts, are not to make any forts or fortifications within the nine villages, nor by the river. In like manner, the Mahratta Government are not to make any by the river of Bankote, or in the villages belonging to them. This Article, however, is not to exempt the English from building such houses and warehouses as they think proper in the villages belonging to them.

ARTICLE 15.

As all the royalty of Bankote and Himmurgur is with the English, they are to take care, as much as in their power lies, to prevent the enemy prejudicing the Mahrattas through that river.

ARTICLE 16.

Ghereah Fort to be delivered within twenty-four days after the departure of the English gentlemen from Poona, together with such guns, balls, stores, &c., either of the fort or fleet, that the captors left for the service of the garrison or otherwise, or did not themselves sell; but the stores, ammunition, &c., that properly belong to the Honorable Company they are to carry away with them. The officers of Toolajee are to go where they please; and if his family (wife and children) should be desirous of returning to him the English will not impede it, but grant them free liberty so to do: and the Mahratta Government engages that Toolajee Angria shall have no place given him nor any power below the Ghaut. Balajee Bajeerow Pundit Purdan is to send an officer of credit with the English gentleman, who is to proceed with one of the Council from Bombay to Ghereah, which person, belonging to the Mahratta Government, is to have in his possession the proper Sunnuds and orders regarding the delivery of Bankote and its villages; and when the Mahratta people and colours are got into Ghereah, and the English ready to go out, he is to deliver directly the said Sunnuds and orders, for Fort Victoria (or Bankote) and its several villages, to the English Councillor, and then return with that gentleman to Bankote directly to see Nana's orders are effectually executed in regard to the villages.

ARTICLE 17.

These articles being concluded and agreed upon by both parties, they are to act conformable thereto, in consequence of which all disputes are to subside, and no claims are to be made by the Mahratta Government on the Honorable Company to the date of these presents.

ARTICLE 18.

All Treaties hitherto made between the Mahratta Government and English are to be observed and maintained inviolable by both parties agreeable to the tenor of them.

The foregoing Articles being agreed to by us, and accepted of by us, we do, in confirmation thereof, affix to these presents the seal of the Honorable

United English East India Company, and do attest the same with our own proper names in Poona, the day and year above written.

(Sd.) THOMAS BYFIELD,

„ JOHN SPENCER.

No. IV.

ARTICLES of AGREEMENT made with SEURAM PUNT TATIAH, in behalf of MADARAO BALAJEE, son of BALAJEE BAJEEROW, PUNDIT PUNT PURDAN, dated the 14th of September 1761.

ARTICLE 1.

That such of the Mahratta officers who have presumed to stop any Pat-tamars, and obstructed the business of the English by any impediments whatever, shall be severely punished for such their offences; and to prevent the like happening again in future strict orders shall be issued immediately for that purpose, which if not found sufficient to answer that end, the English are to acquaint Madarao thereof; and if redress is not obtained in reasonable time, if the English then take satisfaction of such offenders, in whatever manner may by them be thought proper, it is not to be deemed a breach of friendship between the two Governments.

ARTICLE 2.

That ample satisfaction shall be made, within two months from the date hereof, to all merchants trading under the Honorable Company's protection, who have suffered in their property by any unjust or illegal actions of the Mahratta officers or subjects, in any place, shape, or manner whatever, and rigid orders issued that all assistance be afforded in future to any vessel or vessels in distress, having English colours or passes, without subjecting the owners or proprietors thereof to any impediments under the pretence of their being wrecks from the splitting of a sail, the breaking of their masts or yards, and such trifling misfortunes; whereas no vessels are to be deemed wrecks but such as are driven ashore, and there break to pieces by stress of weather, when the Mahratta officer and the people of the vessels are to join in saving all that is possible, which must be lodged in secure warehouses, and then one-half of what is so saved shall belong to Madarao and the other half to the owners.

ARTICLE 3.

That all Europeans and natives, either soldiers, seamen, or others, in His Britannic Majesty's or the Honorable Company's pay, who may hereafter desert from Bombay, shall be immediately secured, and returned to the nearest English Settlement to such place where they may be apprehended upon landing in any part of the Mahratta country, the Governor having promised all such a free pardon and to pay any reasonable charges that may be incurred on the occasion. In like manner shall be delivered up all deserters, in the English pay, from Surat, on their being known, or immediately on receiving notice of them, within the Mahratta limits, it not being in their power to speak more positively with respect to those of Surat, as the country thereabouts is open and numbers go through it without being known. It is also agreed that whatever people, Europeans of all nations excepted, who are in the service of Madarao and may desert therefrom to the English, shall be delivered up on the same terms and conditions.

ARTICLE 4.

That proper people shall be forthwith despatched for restoring the whole jurisdiction and territories of Rajapore to the Seeddees of Junjerah in the same condition and manner as they remained before invaded and attacked by Ramajee Punt, which country is not to be molested in future by any of the Mahratta officers or subjects.

ARTICLE 5.

That all prisoners taken by the Mahrattas or Seeddees, subjects of either Government and now in their possession, shall be sent to Bombay within one month from the signing of these Articles, and mutually restored by the Governor to their freedom, and all hostilities between the Mahrattas and Seeddees shall cease from this time.

Lastly, that proper orders shall be instantly despatched to all the Mahratta officers, requiring them to show a due obedience to these Articles, which are to be confirmed under Madarao's seal, and transmitted to Bombay with all possible expedition after the signing and sealing thereof; when a counterpart of the same is to be executed by the Governor and transmitted to Poona.

In confirmation of all which I, Govind Seuram Punt Tatiah, have to this instrument interchangeably set my hand and seal (in behalf of Madarao Balajee Pundit aforesaid) at Bombay, the 14th of September 1761.

AN ADDITIONAL ARTICLE.

As to what relates to the restoration of Underee Fort and the country appertaining thereto, is submitted to Madarao's generosity, in full expectation that he will deliver them likewise, or assign over, in lieu thereof, such lands belonging to him as will prove an equivalent thereto. The same day and year above written.

No. V.

TREATY with RAGOBA, 1775.

Seal of the
Company.

ARTICLES of AGREEMENT and TREATY between the HONORABLE WILLIAM HORNBY, ESQ., PRESIDENT and GOVERNOR, &c., COUNCIL of BOMBAY, and of all its dependencies, on the part and behalf of the HONORABLE UNITED ENGLISH EAST INDIA COMPANY on the one part, and RAGONATH RAO BALLAJEE, PEISHWA, on the other part. Dated the 6th day of March, in the year of our Lord 1775, or the third day of the month Mohurrun and year 1189 (Hegira), Mahomedan style, or the day of the month and year 1179 Gentoo style.

ARTICLE 1.

The Treaty concluded between the Government of Bombay and Bajeerow Pundit Purdan, or first Minister of His Serene Highness the Sou Rajah, dated July 1739, or 1140 of the Gentoo style; and that concluded on the part of this Government with Ballajee Bajeerow Purdan, dated 12th October 1756, or of the Mahomedan style 17th of Mohurrun 1170, are hereby ratified and confirmed in their fullest extent, according to the full and true intent and meaning of them, in the same full and ample manner, and in the same light in which they have hitherto been ever understood.

ARTICLE 2.

All other Agreements subsisting between the Government of Bombay and that of the Mahrattas are hereby ratified and confirmed; and, after the re-establishment of Ragoba in the Government of the Mahratta dominions, peace and tranquillity shall subsist between this Government in behalf of the Honorable Company and the Mahratta Government.

ARTICLE 3.

Ragoba, on his part and on the part of the Mahratta Government, engages from this day forward never, on any pretence or in any manner, to assist the enemies of the Honorable Company in any part whatever of their dominions in India, and the Honorable the Governor in Council of Bombay do, in the like manner, engage never to assist the enemies of Ragoba.

ARTICLE 4.

The Honorable the President and Council of Bombay, in behalf of the Honorable Company, and in consideration of the undermentioned grants and cessions made by Ragoba to the Company, do hereby engage and agree, so soon as possible after these Articles of Agreement and Treaty are fully ratified, executed, and confirmed, on the part of Ragoba, to assist him with a strong body of forces, with proper guns and warlike stores as a field train of artillery, which are to join his army and act in conjunction with his forces against his enemies, the ministerial party. In the said body of forces shall be included no less than seven hundred (700) Europeans; and the whole shall not be less in number than two thousand five hundred men: but at present only five hundred (500) Europeans, and one thousand (1,000) sepoy and lascars, with a proper and effectual number of guns, will be sent, and the rest, if wanted, afterwards.

ARTICLE 5.

In consideration of such effectual assistance on the part of the Honorable Company, Ragoba, as Peishwa and as Supreme Governor in the whole Mahratta Empire, doth hereby engage, on his part, to cede and make over to the Honorable Company, for ever, the undermentioned places and territories; and he doth accordingly, by these presents, make over the same to them in the most full, ample, and effectual manner: and he doth, with these presents, deliver the necessary Sunnuds, granting, in the fullest manner, all the present and future full right and title of the Mahratta Government to them; and, in case of the loss at any time of the Sunnuds now delivered, these presents are, at all times, to be considered as such, and of full equal validity with any Sunnud whatever:—

Bassein and the whole of its dependencies in its fullest extent, and all rents and revenues thereunto belonging, together with the fort or forts and everything belonging to the Poona Government in them.

Salsette, the whole and entire island, with all the revenues of the different places annexed to it as collected by Anunt Row and Ramajee Punt.

Jambooseer and Orpad, with the whole of their dependencies in their full extent, together with everything belonging to the Poona Government in those pergunnahs.

The four following islands adjacent to Bombay, with everything belonging to the Poona Government therein, *viz.*, Caranja, Canary, Elephanta, and Hog Island.

ARTICLE 6.

Ragoba also engages immediately to procure from the Guicowars a grant to the Company for ever, with all the necessary Sunnuds, of their share in the revenues collected by the Guicowars in the Town and Pergunnahs of Broach.

ARTICLE 7.

The Honorable Company are to be considered as the sole lords and proprietors, from the day of the signing of this Treaty, of all and every of the

places ceded by the two last Articles, in the like manner as the Poona Government or the Guicowar Government were before considered ; and are accordingly, from this day forward, to exercise every right and authority in those places, and to receive every revenue which the Poona Government or the Guicowar Government before exercised or received.

ARTICLE 8.

Ragoba also engages faithfully to make good to the Company for ever the sum of seventy-five thousand (75,000) Rupees annually from his share of the revenues of Occlaseer, which sum is to be paid by his Pundit, in two different payments, at stated periods.

ARTICLE 9.

Ragoba engages to pay in full, for the charges and expenses of the body of forces with which he is to be assisted, consisting of two thousand five hundred men, the sum of one hundred and fifty thousand Rupees (1,50,000) monthly and every month, which the Honorable the Governor and Council agree to accept without further account, and is to commence the day the forces leave Bombay ; but, as the whole number of forces will not at first proceed, he is only to pay a proportionable monthly sum, till the whole force, if necessary, may be sent to join him. He engages to pay this stipend monthly, and as security for the same, till his affairs will enable him to furnish money, which he promises to do as soon as possible, he assigns by these presents the revenues of the following places, *viz.*:—

Occlaseer, his remaining share after deducting what is before by these presents ceded to the Honorable Company.

Ahmood and all its districts.

Hansoot and all its districts.

Versaul and all its districts.

But it is hereby declared that the revenues of these places belong to the Honorable Company no longer than till the amount of the monthly stipend that may be due for the expenses of the Company's forces is fully discharged, when all further demands on these four places are to be relinquished ; and in this light the Honorable the Governor and Council declare they accept those four Pergunnahs.

ARTICLE 10.

As it has been mutually agreed, during the course of this negotiation, that the sum of six lakhs of rupees should be deposited by Ragoba with the Agents of the Honorable Company, to be accounted for at the expiration of the service intended to be performed against his enemies the ministerial party, and Ragoba, finding it at this time totally impossible for him to raise the sum to be deposited, though still equally willing to do it, was it in his power, the contracting parties have mutually agreed to settle this point as follows :—That Ragoba shall immediately deposit with the Company's Agents at Surat to the full value of six lakhs of Rupees, in jewels, to remain in the Honorable

Company's possession till redeemed, which must be done as soon as Ragoba's affairs will possibly admit. All this Ragoba faithfully and firmly engages to perform and the Honorable Company to accept.

ARTICLE 11.

In case of opposition from any person or persons whatever to the Company's taking possession of all or any of the places hereby firmly and effectually ceded to them, Ragoba doth engage to pay the expense that will be incurred by their gaining possession ; to use effectual means to put them in possession ; as well as to secure for them for ever the quiet possession of all the revenues and places now ceded to the Honorable Company.

ARTICLE 12.

Should Ragoba make peace with his enemies, the Ministers, be firmly and faithfully engages that the English East India Company shall be included in it to their satisfaction.

ARTICLE 13.

Ragoba doth also engage never to molest the dominions of the Honorable Company in Bengal. He further engages not to make war or commit any depredations in the Carnatic so long as the last Treaty subsisting between the two Governments is adhered to by the Nabob.

ARTICLE 14.

In case it should happen (which God forbid) that any of the Company's ships or vessels, or the ships, vessels, or boats of any persons trading under their protection, should be shipwrecked on any part of the Mahratta coast, every assistance shall be given by the Government and inhabitants to save as much as possible ; and the whole that may be saved shall be returned, all reasonable expenses being paid by the owners.

ARTICLE 15.

All the places ceded for ever to the Company by this Treaty are to be considered as their sole right and property from the day this Treaty is signed ; and this Treaty from that day is to be considered in full force just as if the expected services were fully accomplished, whether Ragoba shall make peace with his enemies or not.

ARTICLE 16.

Immediately after the ratification of the foregoing Articles, and after the jewels, to the full amount of six lakhs of Rupees, are deposited, and the security above-mentioned given for the payment of the monthly expenses of the forces so long as they continue with Ragoba and till they return, all in the manner above-mentioned, the Governor and the Council engage that the Company's forces, agreeable to what is mentioned in the body of this Treaty, shall proceed from Bombay to join the army of Ragoba, and they trust, by

the blessing of the Almighty, that they will quickly overcome his enemies, the ministerial party, and establish him at Poona in the Government of the Mahratta Empire.

The foregoing Articles having been agreed to by the Honorable the President and Council of Bombay, who have empowered me to accept the same in their behalf, I do, in confirmation thereof, affix the seal of the said Honorable Company, and sign my own proper name thereto, in Surat, the day and year above written, and I do engage to procure a ratification of this Treaty, under the seal of the Honorable Company, and under the hands and seals of the Honorable the President and Council of Bombay within thirty days after this date.

(Sd.) ROBERT GAMBIER.

We, the President and Council of Bombay aforesaid, having empowered Mr. Robert Gambier to execute a Treaty with Rugonath Row Ballajee, Peishwa, in our behalf, on account of the Honorable Company, of the foregoing tenor, which he has accordingly done of the date above-mentioned, and the same having been signed to, ratified, and confirmed by Rugonath Row Ballajee, Peishwa; and whereas, by the last Article, it is covenanted and agreed that a ratification of the said Treaty shall be transmitted by us, under the seal of the Honorable Company, and under our proper hands and seals, within one month from the above date; these, therefore, are to certify that we hereby ratify and confirm the foregoing Treaty in all and every part. In testimony whereof we have caused the seal of the aforesaid Honorable Company to be hereunto affixed, and do now sign the same with our hands, and affix our proper seals thereto, this 16th day of March, in the year of our Lord 1775.

(Sd.) WILLIAM HORNBY.

L. S.

DANIEL DRAPER.

L. S.

THOMAS MOSTYN.

L. S.

BRICE FLETCHER.

L. S.

WILLIAM TAYLER.

L. S.

By order of the Honorable William Hornby, Esq., President and Governor, &c., Council of His Majesty's Castle and Island of Bombay, and of all forts, factories, territories, forces, and affairs of the Honorable English East India Company on the west side of India and on the coast of Persia and Arabia.

(Sd.) GEORGE SKIPP,

Secretary.

L. S.

*List of Sunnuds for the undermentioned places given by RAGOBA BAJEEROW
PURDAN to the HONORABLE COMPANY:—*

Brought forward ...		8	
2 Sunnuds for	... Bassein.	1 Sunnud for	Elephanta.
2 ditto "	... Salsette.	1 ditto "	Canary.
1 Sunnud "	... Orpad.	1 ditto "	Balsar.
1 ditto "	... Jambooseer.	2 Sunnuds "	Ooclaseer.
1 ditto "	... Broach.	1 Sunnud "	Hansoot.
1 ditto "	... Caranja.	2 Sunnuds "	Ahmood.
8 Sunnuds.		16 Sunnuds.	

TRANSLATE of five SUNNUDS from RAGOBA, for BASSEIN, SALSETTE, ORPAD, JAMBOOSEER, and BROACH, all included under No. 1.

To

THE DESSMOCK AND DESPANDY, OR TO THE PUNDIT

AND OMALDARS UNDER HIM.

I, Ragoba Bajeerow Purdan, having sent for a force from the Company for my assistance, in consequence of which I have discharged the former Government from the said Pergunnahs, and delivered the said Government to the English Company; therefore, you are hereby ordered to pay great submission and obedience, and give over the charge to the English Company.

Dated Zil-hitch the 11th, 1165.

TRANSLATE of five SUNNUDS from RAGOBA, for BASSEIN, SALSETTE, CARANJA, ELEPHANTA, and CANARY, all included under No. 2.

To

THE HAVILDAR AND ALL MANAGERS OF BUSINESS.

Ragoba Bajeerow Purdan, his compliments, acquainting them that the castles of all these places have been given to the Company ; you are, therefore, to deliver them the charge thereof and obtain a receipt for them.

Dated the 11th Zil-hitch, 1165.

TRANSLATE of four SUNNUDS from RAGOBA, for OCCLASEER, HANSOOT, BALSAR, and AHMOOD, all included under No. 3.

To

THE GOVERNMENT OR OMALDARS.

After compliments,

That I, Ragoba Bajeerow Purdan, for and in consideration of the forces the Company have given me for my assistance, have agreed to pay them the sum of Rupees 1,50,000 every month ; therefore you are to pay them the revenues of your place and take the receipt for what you pay them ; and the same is to continue till their demand is discharged.

Dated the 11th Zil-hitch, 1165.

TRANSLATE of a SUNNUD from RAGOBA, for OCCLASEER, included under No. 4.

To

THE GOVERNMENT OR PUNDIT OF OCCLASEER.

After compliments,

That Ragoba Bajeerow do command you to pay, out of the revenues of your place, the sum of Rupees 75,000 to the English Company annually, which is for the assistance they have given me.

Dated the 11th Zil-hitch, 1165.

TRANSLATE OF A SUNNUD from RAGOB, for AHMOOD, included
under No. 5.

To

THE ZEMINDAR OR LANDHOLDER OF AHMOOD.

That I, Ragoba Bajeerow Purdan, do command you to pay the revenues of your place to the English Company, being on account of my agreement to pay them monthly for the assistance they have given me, which is to continue till the whole of their demand is paid, and till which time your place will be as if it was mortgaged to them.

Dated the 11th Zil-hitch 1165.

No. VI.

TREATY between the HONORABLE the ENGLISH EAST INDIA COMPANY and the MAHRATTA STATE, 1776.

Poorundur, 1st day of March 1776.

Whereas differences have arisen amongst the Chiefs of the Mahratta State, and the Government of Bombay having taken a part therein by sending forces into the Mahratta dominions, which the Honorable the Governor-General and Council of Fort William disapprove, and being desirous of conciliating these differences, have determined accordingly to enter into such measures as may most effectually contribute to so desirable an end : They have for this purpose, therefore, authorized, deputed, and given full powers unto Lieutenant-Colonel John Upton, in the service of the Honorable the English East India Company, to conclude a peace between the Government of Bombay and the Mahratta State. And Colonel Upton, having accordingly arrived at Poorunder, has concluded a solid and firm peace, on the part of the English Company, with the Ministers, Siccaram Pundit and Ballajee Pundit, on the part of the Peishwa Row Pundit Purdhan and all the Mahratta Chiefs; and the following are the Articles of Convention which they have engaged into :—

ARTICLE 1.

Peace shall be established and take place from this day between the Honourable the English East India Company in general and the Government of Bombay in particular, and Row Pundit Purdhan and his Ministers, Siccaram

Bapoo and Ballajee Pundit, on the part of all the Mahrattas: and the following Articles are to be observed inviolably by both parties:—

ARTICLE 2.

The peace is to be forthwith proclaimed between the Honourable Company and the Mahratta State at the Presidency of Bombay and at all its dependencies, at the head of the English troops encamped at Mandavie, and in every part of the Guzerat Province where there are British subjects. The Mahratta Government will also order proclamations to be made throughout all their dominions.

ARTICLE 3.

The Peishwa, Row Pundit Purdhan, and his Ministers being desirous of having Salsette and the small islands subdued by the English in this war restored to them, do offer to give in exchange a country of three lakhs of Rupees, with its chout, &c., in the neighbourhood of Broach. Colonel Upton having declared that he could not restore the said islands, it is therefore agreed that they shall remain as they now are, and that they shall write to the Honourable the Supreme Council of Fort William, and both parties engage to abide by their determination. If the Governor-General and Council of Fort William do not restore them, they shall continue in the possession of the English, and the Mahrattas will then give up all right and title to the said islands; should the Governor-General and Council of Calcutta restore Salsette with the said islands, the English will accordingly deliver them over to the Peishwa.

ARTICLE 4.

The Mahrattas do agree to give to the English Company for ever all right and title to their entire share of the City and Pergunnah of Broach, as full and complete as ever they collected from the Moguls, or otherwise, without retaining claim of chout, or any other demand whatever, so that the English Company shall possess it without participation or claim of any kind.

ARTICLE 5.

The Mahrattas do agree (by way of friendship) to give for ever to the English Company a country of three complete lakhs of Rupees, near or adjoining to Broach, on which there is to be no claim of chout, or any other demand whatsoever. Two persons on the part of the Company and two persons on the part of Row Pundit Purdhan to proceed and determine the place and boundaries, when the Peishwa will give the Sunnuds.

ARTICLE 6.

The Peishwa and Ministers agree to pay to the Company twelve lakhs of Rupees, in part of the expenses of the English army in two payments, *viz.*, six lakhs within six months of the date of this Treaty, and the other six lakhs within two years of the same date.

ARTICLE 7.

The English do agree that every part of the Guzerat country ceded to the Company by Rugonath Row, or taken possession of by them, shall be forthwith restored with all the forts and towns thereunto belonging, except what is settled by this Treaty. The country ceded to the English by Seajee, or Futtu Sing Guicowar, shall also be restored when it is proved by their letters and copies of the Sunnuds granted by the former Peishwas, now in their (the Guicowar's) hands, that they do not possess power or authority to make such cessions. The Pergunnahs of Chickley and Coral, with the town of Veriow, three villages of the Pergunnah of Chureassy, and the village of Batta Gang are to continue as pledges in the possession of the English till the Sunnuds for the country of the three lakhs are made over. All Treaties and Agreements subsisting between the English and Rugonath Row are hereby annulled; and those of Seajee and Futtu Sing, Guicowars, are to be also annulled when the above-mentioned proofs are produced; and these Treaties are to be destroyed in the presence of the Peishwa's Ministers when they come to hand.

ARTICLE 8.

The English do agree that the troops from the Presidency of Bombay are to be marched immediately into their own garrison and districts.

ARTICLE 9.

It is agreed that Rugonath Row is to disband his army within one month of this date. His followers and adherents (except the servants about his person) are to separate within the same time; and proclamation is to be made by the Mahratta Government, granting a full pardon to all adherents and followers, and all such as have been in arms with Rugonath Row, the four following excepted, *viz.*, Abajee Mahadu, Noor Cawn Gardie, Toola Khidmutgar, and Kurrun Sing Chokydar, who, for crimes and misdemeanors committed against the State, are for ever banished the Mahratta dominions.

ARTICLE 10.

If Rugonath Row refuses to disband his army the English are to withdraw their forces, and are not to assist him.

ARTICLE 11.

The conditions of the ninth Article being complied with, the Peishwa and Ministers then consent to establish a household for Rugonath Row, consisting of one thousand horse and some foot, who are to be paid and relieved at the pleasure of Government, but to obey all legal orders given them by Rugonath Row; also two hundred domestics to be chosen by Rugonath Row and paid by Government. They will also cause to be paid to Rugonath Row, to defray his other expenses, three lakhs of Rupees per annum, by monthly payments, at the rate of twenty-five thousand Rupees per month, conditionally that he resides at Cooper Gang, on the banks of the Gunga Gudavery. If at any

time he may want to change his place of residence application is to be made to the Peishwa without whose permission such a change is not to take place ; and he is not to cause any disturbance or carry on improper correspondence with any person.

ARTICLE 12.

It is agreed that no assistance is to be given by the English to Rugonath Row, or to any subject or servant of the Peishwa that shall cause disturbances or rebellion in the Mahratta dominions.

ARTICLE 13.

The Peishwa, Row Pundit Purdhan, and his Ministers, do declare that the chout of Bengal and its dependencies has, for time out of mind, been part of the jaghire of the Bounsello ; they therefore cannot withdraw it ; but if the said Bounsello, or any of his descendants, or successors, or any other person, cause disturbances by claiming or demanding the chout on Bengal or its dependencies, they do engage never to assist them themselves, or permit any Mahratta Chief dependent on them or the Rajahship to give them any assistance.

ARTICLE 14.

It is agreed that, in case of shipwreck of any English ships or vessels, or ships or vessels trading under their protection, on any part of the Mahratta coast, every assistance shall be given by that Government and the inhabitants to save as much as possible ; and the whole that may be saved shall be returned, all reasonable charges being defrayed by the owners. In like manner the English Company engage their assistance should any Mahratta ships or vessels be shipwrecked on any of their coasts.

ARTICLE 15.

The Treaties between the Government of Bombay and the Mahrattas, dated July 1739 and 12th October 1756, are to be held and continued in as full force as when they were first entered into ; unless any Article or Articles of either of them should, in other manner, be provided for by this Treaty ; in such case such Article or Articles are to be rejected, and those of this Treaty abided by.

ARTICLE 16.

All other Treaties or Agreements subsisting between the Government of Bombay and the Mahratta Government, not having undergone alteration or otherwise provided for by this Treaty, are to be held and continued in as full force as when they were first entered upon.

ARTICLE 17.

It is agreed that, if Rugonath Row has lodged any jewels belonging to the Peishwa, Row Pundit Purdhan, in the hands of the English, they are to be restored on the obligation being complied with for which they were lodged.

ARTICLE 18.

The Honorable the English Company shall be considered as the sole lords and proprietors of all the places ceded by this Treaty from the dates of the respective Sunnuds or Grants, and are therein, accordingly, to exercise their own laws and authorities. And the Mahrattas are not to cause any disturbance in any of the ceded countries, nor shall the English occasion any disturbance in the Mahratta dominions.

ARTICLE 19.

In the places hereby ceded to the Honorable Company, and in all the places restored to the Mahratta Government by the English, it is agreed that both parties shall commence to collect the revenues thereof from the day on which they are delivered, and no demand of collection for any past time shall be made.

ARTICLE 20.

A copy of this Treaty, under the seal of Colonel Upton, shall remain with the Ministers of the Mahratta Government, and a copy shall be sent to Calcutta to be signed and sealed by the Honorable the Governor-General and Members of the Supreme Council of Fort William, and afterwards given to the Peishwa.

(Sd.) J. UPTON.

The signature of Ballajee Pundit.

The signature of Siccaram Pundit.

(Here it is dated.)

(A translation.)

(Sd.) AR. M'PHERSON,
Persian Interpreter.

Received the following letter from Colonel Upton.

GENTLEMEN,—It has been agreed between the Governor-General and the Peishwa and his Ministers that the following alterations and clause should be made in the Treaty. This has been accordingly done, and the Treaty finally signed and made over by both parties.

I have the honour to be,

Gentlemen, with respect,

Your most obedient, humble servant,

POORUNDER,

(Sd.) J. UPTON.

26th May 1776.

The 13th and 17th Articles are omitted entirely; the 14th Article therefore becomes the 13th, and so on, and the 18th Article becomes the 16th, and so on.

The concluding words of the 7th Article, "and these Treaties are to be destroyed in the presence of the Peishwa's Ministers when they come to hand," are also omitted.

ADDITIONAL CLAUSE.

Whereas it is declared by the third Article of the foregoing Treaty that "the Peshwa, Row Pundit Purdan, and his Ministers, being desirous of having Salsette and the small islands subdued by the English in the late war restored to them, do offer to give in exchange a country of three lakhs of rupees, with its chout, etc., in the neighbourhood of Broach;" and further that "if the Governor-General and Council of Fort William do not restore them they shall continue in the possession of the English, and the said Peishwa, Row Pundit Purdan and his Ministers will then give up all right and title to the said islands." The said Governor-General and Council hereby declare their intention and resolution not to relinquish the said islands of Salsette, Caranja, Elephanta, and Hog, or to accept the territory offered in exchange for those islands: and the said islands are accordingly to remain for ever in the possession of the English by virtue of the present Treaty.

POORUNDER, }
22nd May 1776.

(Sd.) J. UPTON.

No. VII.

TREATY with RAGOBA, 1778.

Sicca.

Company's
Seal.

(Sd.) EDWARD RAVENSCHROFT,

Secretary to the Select Committee.

ARTICLES of AGREEMENT and TREATY between the HONORABLE WILLIAM HORNBY, Esquire, PRESIDENT and GOVERNOR, and the SELECT COMMITTEE of BOMBAY, on the part and behalf of the HONORABLE UNITED ENGLISH EAST INDIA COMPANY on the one part, and RUGONATH ROW BAJEEROW PURDAN on the other part. Done and concluded at BOMBAY, this 24th day of November, in the year of our Lord 1778, and on the 3rd day of Jeelend Sookhursun Tessah Subein Miah-wa-Alluff, or year 1179, Mahometan style; or, according to the Gentoo era, the 5th day of Marguashur Sood, in the year Vellamly or 1700.

ARTICLE 1.

The Treaty concluded by Colonel Upton with Siccaram Pundit and Balajee Pundit, Ministers in behalf of the Peishwa and the Mahratta State, having been violated by those Ministers in almost every Article, the Governor and Select Committee of Bombay, with the sanction and concurrence of the Governor-General and Council, do hereby engage, and agree, in behalf of the aforesaid Honorable Company, to assist Rugonath Row Bajeerow Purdan to the utmost of their power to put him in possession of Poona, and to place him in the Regency of the Mahratta Empire during the minority of Madarow Narrain, the infant Peishwa, hereby declaring that the true intent and meaning of this Treaty is not to alter the form of Government, or to interrupt the peace between the Honorable Company and the Mahratta State, but only to remove the administration out of the present improper hands, and to place in the Regency the person who has the justest title to that office.

ARTICLE 2.

Rugonath Row Bajeerow Purdan, on his part, doth hereby engage and agree to accept the office of Regent, which he is to exercise with full power during the minority of the Peishwa, Madarow Narrain, in whose name he further engages to continue the Sicca and conduct the Government. But Rugonath Row Bajeerow Purdan having expressed his doubts of the legitimacy of the Peishwa, Madarow Narrain, the Governor and Select Committee of Bombay do hereby engage, on Rugonath Row Bajeerow Purdan his strong solicitation, to request explicit orders from the Company, whether, in case he should prove to their satisfaction that the child is supposititious, they will place him in the Peishwaship, which, on such proof, will be his unquestionable right; and whether, in case the child should prove to be really the son of Narrain Row, they will guarantee him an equal division of the Government and country on the Peishwa's attaining to the age of seventeen, agreeable to what Rugonath Row Bajeerow Purdan says he is entitled to by his birth-right according to the Gentoo Law.

ARTICLE 3.

The Governor and Select Committee of Bombay do hereby stipulate, and Rugonath Row Bajeerow Purdan, for their satisfaction, and that his upright intentions may appear manifest, doth hereby engage and agree that the person of the Peishwa, Madarow Narrain, shall be kept under the charge and custody of such persons as may be agreeable to the Select Committee, who wish that the child may be committed to the charge of Perwettybhoy, if she will undertake the charge; and, in such case the Matchy of Poorunder, where the child is kept, must be guarded with a party of the Company's troops, and Rugonath Row Bajeerow Purdan may keep a chowkey on the outside of the gate, to see that no improper persons be admitted; but no person whatever must have admittance to the child's presence without the permission of Perwettybhoy. In case Perwettybhoy should refuse to undertake the charge, the child shall be put under the care of any of his relations on the mother's side; but should all these decline the trust, the child shall then be disposed of in such manner as may be deemed most advisable for his security and for the honour of the contracting parties.

ARTICLE 4.

Moraba Furneese, Butcheba Pronder, and Tookajee Holkar having invited Rugonath Row Bajeerow Purdan to take upon himself the Government as Regent, and promised their assistance, Rugonath Row Bajeerow Purdan doth hereby engage, upon condition of their performing their promises to his and the Select Committee's satisfaction, and behaving like faithful obedient servants, that he will show favour to them, according to their ranks and services, in settling the offices of Government, and that their persons and fortunes shall be unmolested.

ARTICLE 5.

The Governor and Select Committee engage not to interfere in the appointment or nomination of the officers to the forts, army, artillery, or revenues, or in the management of the Government, provided nothing be done in breach of any of the Articles of the present Treaty. Rugonath Row Bajeerow Purdan, on his part, faithfully promising to observe the terms mentioned in the circular letter, with respect to the personal safety of those who, he may be of opinion, have injured him.

ARTICLE 6.

In consideration of the assistance to be afforded by the Honorable Company, for placing Rugonath Row Bajeerow Purdan in the Regency at Poona, Rugonath Row Bajeerow Purdan doth hereby engage to confirm and ratify the former Treaty concluded with him at Surat, the 6th March 1775, and to cede and make over to the Honorable Company for ever, the several places and territories granted by the said Treaty, which were restored by the Treaty of Poorunder, and Bassein and its districts, and the island of Kennery, which were not put in possession of the Company. The several acquisitions

which will devolve to the Honorable Company by virtue of this Article are as follow :—

Bassein, fort and town, and the whole of its districts and dependencies, in their fullest extent, according to the just and fixed boundaries of that Province.

Jambooseer and Orpad, in the same full and ample manner as ceded by the Treaty of Surat.

The island of Kennery.

An assignment upon the Pergunnah Occlaseer for the sum of 75,000 Rupees per annum, as settled by the eighth Article of the Treaty of Surat.

There being also some small places, known by the name of the Autgoms, always annexed, and actually making a part of the district of Salsette, which have been withheld from the Company by the Poona Ministers, Rugonath Row Bajeerow Purdan doth hereby engage and agree that the said Autgoms shall be ceded to the Honorable Company; but although the Governor and Select Committee have ever understood that the Autgoms made a part of the district of Salsette, yet, if the contrary should be made plainly to appear, they will give up their claim.

ARTICLE 7.

In addition to the several grants and cessions herein above specified, Rugonath Row Bajeerow Purdan doth hereby engage and promise to cede and make over for ever the Pergunnahs of Ahmood and Hansoot, which grants are to be considered as an instance of his good will and affection to the Honorable Company, the conditions upon which they were formerly granted not having, as he declares, been fulfilled.

ARTICLE 8.

All the places herein ceded to the Honorable Company are to be considered as their sole right and property from the day this Treaty is executed, without any claim of chout to the Mahratta Government, or any other demand whatever, and may be taken possession of by the Company's people whenever they may think proper, for which purpose Rugonath Row Bajeerow Purdan doth, with these presents, deliver the necessary orders to the Mahratta officers to surrender the said places. Rugonath Row Bajeerow Purdan doth further promise and engage that, immediately after his taking charge of the Regency of Poona, he will execute and deliver to the Government of Bombay regular Sunnuds, under the Peishwa's Sicca, for the several cessions granted to the Honorable Company by this Treaty.

ARTICLE 9.

Rugonath Row Bajeerow Purdan engages to pay and make good the charges and expenses of the army and stores with which he is now to be assisted, which he hereby faithfully promises to make good in ready money as soon as the situation of his affairs will possibly permit: and, for the further security of the Honorable Company, he, by these presents, assigns over the

Pergunnah of Versaul and the remainder of Occlaseer, the revenues of which are to be collected by his Amildars and paid to the Honorable Company, till the amount due for the expenses of the army is fully discharged ; but in case of failure herein, these Pergunnahs are to be put in possession of the Company, and the revenues collected by them till the said amount is fully discharged, when all right and title thereto on the part of the Honorable Company will be relinquished : or if Rugonath Row Bajeerow Purdan regularly pays the monthly sum stipulated in the next Article, the Honorable Company will not interfere with the said Pergunnahs.

ARTICLE 10.

Rugonath Row Bajeerow Purdan engages to pay in full for the body of forces, consisting of four thousand men, with which he is to be assisted, the sum of two lakhs and a half of Rupees per month, which the Governor and Select Committee of Bombay agree to accept, without further account, in full of every expense attending the army, and is to commence from the day the forces leave Bombay.

ARTICLE 11.

Rugonath Row Bajeerow Purdan faithfully promises and engages to discharge his present debt to the Company as soon as the state of his finances will admit, agreeable to an account which will be delivered to him.

ARTICLE 12.

The English forces are to continue with Rugonath Row Bajeerow Purdan until the object of this Treaty is accomplished, which is to place him in the Regency at Poona, and when that is effected they are to be at liberty to return to Bombay. The Company will be at all times ready to assist Rugonath Row Bajeerow Purdan with their forces so far as may be consistent with their other engagements, or the situation of their own affairs will permit.

ARTICLE 13.

The several Treaties and Agreements subsisting between the Government of Bombay and the Mahratta Government are hereby ratified and confirmed, and shall be held and continued in as full force as when they were first concluded, unless otherwise provided for in this Treaty.

ARTICLE 14.

After the establishment of Rugonath Row Bajeerow Purdan in the Regency at Poona, there shall be a firm peace and alliance between the Honorable Company and the Mahratta Government. Rugonath Row Bajeerow Purdan engages never to assist the enemies or molest the dominion of the

Company in any part of India, nor to make war or commit depredations in the Carnatic, or any other part of the dominions of their ally, the Nabob of Arcot. The Governor and Select Committee of Bombay, in like manner, engage, in behalf of the Honorable Company, not to assist the enemies of Rugonath Row Bajeerow Purdan.

ARTICLE 15.

Rugonath Row Bajeerow Purdan hereby engages and agrees that no European settlements shall be allowed to be made on the maritime coasts, or in any other part of the Mahratta dominions, without the consent of the Company or of their representatives being previously obtained, and that no manner of intercourse or connection shall be maintained between the Mahratta Government and the French nation; any failure in which stipulation will be considered as a breach of the alliance between the Mahratta Government and the Honorable Company.

ARTICLE 16.

Rugonath Row Bajeerow Purdan doth hereby stipulate and engage that the English shall enjoy all their former privileges and freedom of trade in the Mahratta dominions without interruption; and he further engages to give all possible encouragement to the Honorable Company's trade, and to promote, as far as he can, an exclusive vend to the English for European commodities in the Mahratta dominions; but the Honorable Company will make no settlement therein without permission from Rugonath Row Bajeerow Purdan.

ARTICLE 17.

If any Article of the present Treaty should interfere with any Engagement formed by the Governor-General and Council not yet known to the Governor and Select Committee of Bombay, such Article may be liable to be altered or amended as may be necessary.

The foregoing Articles having been mutually agreed to by the Governor and Select Committee of Bombay, on the part of the Honorable Company, and Rugonath Row Bajeerow Purdan, the contracting parties have interchangeably affixed their hands and seals and the seal of the Honorable Company, in Bombay Castle, the day and year above written.

(Sd.) WILLIAM HORNBY.

„ JOHN CARNAC.

„ DANIEL DRAPER.

No. VIII.

CONVENTION OF WURGAON, 1779.

TRANSLATION of the ARTICLES of AGREEMENT between SREEMUNTH MHADE ROW NARRAIN, PUNDIT PURDHAN, on the one part, and the ENGLISH COMPANY on the other part.

In the time of the late Sreemunt Pundit Purdhan Mhadoo Row Bullal matters went on peaceably. Since then the English obtained possession of several places belonging to the Sircar, such as the islands of Salsette and Ouran, Jambooseer, and the Mehals and Pergunnah of Broach, both belonging to the Sircar and the Guicowar; and the English gave their aid to Rugonath Row Dada Sahib: upon which war having commenced, Colonel John Upton came from Calcutta with full powers and made an Agreement, and according to that Agreement matters were to go on between the Company and the Mahratta Sircar. But on the side of the English this Agreement was not adhered to, they having given aid to Rugonath Row, and, making preparations for war, mounted the ghauts, invaded the districts of the Mahratta Sircar, and began to make hostilities, upon which the Sircar also prepared for war. At the district of Wurgaon, near Indonny Tullagaon, Mr. John Carnac and Colonel Charles Egerton, of the Select Committee of Bombay, being fully empowered, did depute Mr. Thomas Holmes and Mr. Farmer. Further, from the beginning there was a friendship between the Sircar and the English, which being interrupted, Colonel John Upton made an Agreement, according to which Treaty matters did not proceed, and therefore that Treaty is annihilated; and in the same manner, and on the same footing as the English and the Sircar were in the time of the late Mhadoo Row, in that manner are they now to remain; the aid and cause of Rogoba to be given up, no protection to be afforded him, nor any aid to be afforded to the enemies of the Mahratta Sircar. The islands of Salsette and Ouran, and the other islands and places at Jambooseer and the Mehals of Broach, formerly belonging to the Mahratta Sircar and the Guicowar, such as Chickly, Veriaul, &c., were taken possession of: these we give up, and agree to go on and remain as we were in the time of the late Peishwa, Mhadoo Row Bullal; upon which this Agreement is made with the Sircar. That in the time of the late Mhadoo Row Bullal, Pundit Purdhan, matters went on peaceably, and since then different places belonging to the Sircar, such as the islands of Salsette and Ouran, and other islands, and further Jambooseer and other Mehals, and the Aumils of Broach, belonging to the Sircar and to the Guicowar, the English got possession of these must be delivered back to the Sircar; and no aid or protection must in future be afforded to Rugonath Row, or to any of the enemies of the Sircar. In this manner do we faithfully promise to perform, and on the part of the Sircar good faith is also to be observed. Rugonath Row Dada Sahib was with us: he, by his own consent, committed himself, with all his effects, to the care of

Tookajee Holkar and Madajee Scindia. The English army with us is now at Wurgaoon : it must be permitted to proceed, with all its effects and appurtenances, to Bombay ; and as security for this on the part of the Sircar, two persons will proceed belonging to each of these Sirdars, by name Nazo Gunish and Wissajee Samash, Ballarow Govind and Rama Cawn, to conduct the army to Bombay ; and for this purpose troops shall be sent with you or not, as you please. The English army that is with us shall not offer any molestation to any person on the road. The Unturvedee and Bundelkhund Provinces and their Sirdars being always under the Sircar no damage is to be done to them : and the English army from Calcutta having crossed the Nerbudda is now at Hussengabad ; it is not to be permitted to proceed forwards, but it is to be sent back to Calcutta, and on the road no molestation is to be given to any one. The before-mentioned Agreement is formed by the mediation of Tookajee Holkar and Madajee Scindia, and according to it matters are in future to proceed without any kind of failure. This we pledge the English faith to observe, and the Sircar is also to observe it. No aid or protection is to be afforded to the French.

Signed in the Mahratta Camp by Thomas Holmes and William G. Farmer.

Signed in the English Camp by John Carnac and Charles Egerton.

AGREEMENT of JOHN CARNAC, ESQUIRE, COUNSELLOR, and COLONEL EGERTON, and ENGLISH COMMITTEE of BOMBAY, with MADAJEE SCINDIA.

That after falling out with the Sircar of Mhadoo Rao Narrain, Pundit Purdhan, we with an army came upon the ghaut and remained at Tullagaon, on which you ordered a fighting, and we both parties did fight, in which we were defeated, returned back, and encamped at Wurgaoon with Dada Sahib. We could hardly reach Bombay with our army and stores, considering which we sent Messrs. Farmer and Holmes to you, desiring you would come between us, and get the Sircar's and our Treaty settled as before, and conduct us and the army to Bombay, on which you did suspend the war. You came between us and got the Sircar's and English Treaty settled, and you promised to conduct us and the army to Bombay without molestation from anybody. You made our escape entirely, all which we took into our consideration and were very glad. You are a principal officer and a well-wisher to this Government, which has induced us to keep a friendship with you. This came into our mind, and we were satisfied that you made us free from the Sircar's and everybody's molestation, and got the Treaty settled as before without any dispute from the Sircar ; therefore we thought we should serve you, and for which reason have, of our free will and accord, agreed, under the King's and Company's seal, to deliver up to you the fort of Broach, with its governments in the same manner as the Mogul did hold it, which fort is now in our posses-

sion and which we have given you. We further agree that we will, on our arrival at Bombay, obtain the Governor's dustuck, under the King's seal, to the Killedar of Broach, and deliver the fort and its country in the manner the Mogul did hold it up to you; under oath no dispute shall arise in this. This we promise solemnly; and we have left Mr. Farmer and Mr. Charles Stewart with you as hostages for the performance of this Agreement. We will let no dispute arise. This we agree to in writing.

Wurgaon, near Tullagaon, 27th Julheze.

N.B.—The above was translated by a native linguist, and is an exact copy thereof.

Sunday, 17th.—This morning Mr. Farmer returned to the Mahratta Camp with Madajee Scindia's Vakeel, with the papers executed.

N.B.—The Governor and Council of Bombay refused to ratify this Convention.

No. IX.

TREATY of PEACE with the MAHRATTAS, 1782.

TREATY of PERPETUAL FRIENDSHIP and ALLIANCE between the HONORABLE the ENGLISH EAST INDIA COMPANY and the PEISHWA MADHOO ROW PUNDIT PURDHAN, settled by MR. DAVID ANDERSON on the part of the HONORABLE COMPANY, in virtue of the powers delegated to him for that purpose by the HONORABLE the GOVERNOR-GENERAL and COUNCIL appointed by the KING and PARLIAMENT of GREAT BRITAIN to direct and control all political affairs of the HONORABLE ENGLISH EAST INDIA COMPANY in INDIA; and by MAHARAJAH SOUBAHDAR MADHOO ROW SCINDIA, as PLENIPOTENTIARY on the part of the PEISHWA MADHOO ROW PUNDIT PURDHAN, BALLAJEE PUNDIT NANA PURNAVESE, and the whole of the CHIEFS of the MAHRATTA NATION, agreeably to the following Articles, which shall be ever binding on their heirs and successors, and the conditions of them to be invariably observed by both parties.

ARTICLE 1.

It is stipulated and agreed to between the Honorable the English East India Company and the Peishwa, through the mediation of Madhoo Row

Scindia, that all countries, places, cities, and forts, including Bassein, etc., which have been taken from the Peishwa during the war that has arisen since the Treaty settled by Colonel Upton, and have come into the possession of the English, shall be delivered up to the Peishwa; the territories, ports, cities, etc., to be restored, shall be delivered in within the space of two months from the period when this Treaty shall become complete (as hereinafter described), to such persons as the Peishwa, or his Minister, Nana Furnavese, shall appoint.

ARTICLE 2.

It is agreed between the English Company and the Peishwa that Salsette and three other islands, *viz.* Elephanta, Caranja and Hog, which are included in the Treaty of Colonel Upton, shall continue for ever in possession of the English. If any other islands have been taken in the course of the present war, they shall be delivered up to the Peishwa.

ARTICLE 3.

Whereas it was stipulated in the fourth Article of the Treaty of Colonel Upton "that the Peishwa and all the Chiefs of the Mahratta State do agree "to give the English Company, for ever, all right and title to the City of "Broach, as full and complete as ever they collected from the Moguls or "otherwise, without retaining any claim of chout, or any other claims whatsoever, so that the English Company shall possess it without participation or "claim of any kind;" this Article is accordingly continued in full force and effect.

ARTICLE 4.

The Peishwa having formerly, in the Treaty of Colonel Upton, agreed, by way of friendship, to give up to the English a country of three lakhs of Rupees, near Broach, the English do now, at the request of Madhoo Row Scindia, consent to relinquish their claim to the said country in favour of the Peishwa.

ARTICLE 5.

The country which Seajee and Futty Sing Guicowar gave to the English, and which is mentioned in the seventh Article of the Treaty of Colonel Upton, being therein left in a state of suspense, the English, with a view to obviate all future disputes, now agree that it shall be restored; and it is hereby settled that if the said country be a part of the established territory of the Guicowar, it shall be restored to the Guicowar; and if it shall be a part of the Peishwa's territories, it shall be restored to the Peishwa.

ARTICLE 6.

The English engage that, having allowed Rugonath Row a period of four months from the time when this Treaty shall become complete to fix on a place of residence, they will not, after the expiration of the said period, afford him any support, protection, or assistance, nor supply him with money for his

expenses: and the Peishwa on his part engages that if Rugonath Row will voluntarily and of his own accord repair to Maharajah Madhoo Row Scindia, and quietly reside with him, the sum of Rupees 25,000 per month shall be paid him for his maintenance, and no injury whatever shall be offered to him by the Peishwa, or any of his people.

ARTICLE 7.

The Honorable English East India Company and the Peishwa being desirous that their respective allies shall be included in this peace it is hereby mutually stipulated that each party shall make peace with the allies of the other, in the manner hereinafter specified.

ARTICLE 8.

The territory which has long been the established jaghire of Seajee Guicowar and Futtu Sing Guicowar, that is to say, whatever territory Futtu Sing Guicowar possessed at the commencement of the present war, shall hereafter for ever remain on the usual footing in his possession; and the said Futtu Sing shall, from the date of this Treaty being complete, pay for the future to the Peishwa the tribute as usual previous to the present war, and shall perform such services, and be subject to such obedience, as have long been established and customary. No claim shall be made on the said Futtu Sing by the Peishwa for the period that is past.

ARTICLE 9.

The Peishwa engages that whereas the Nabob Hyder Ally Cawn having concluded a Treaty with him, hath disturbed and taken possession of territories belonging to the English and their allies, he shall be made to relinquish them; and they shall be restored to the Company and the Nabob Mahomed Ally Cawn. All prisoners that have been taken on either side during the war shall be released; and Hyder Ally Cawn shall be made to relinquish all such territories belonging to the English Company and their allies, as he may have taken possession of since the ninth of Ramzan in the year 1181, being the date of his Treaty with the Peishwa; and the said territories shall be delivered over to the English and the Nabob Mahomed Ally Cawn within six months after this Treaty being complete, and the English, in such case, agree that so long as Hyder Ally Cawn shall afterwards abstain from hostilities against them and their allies, and so long as he shall continue in friendship with the Peishwa, they will in no respect act hostilely towards him.

ARTICLE 10.

The Peishwa engages on his own behalf, as well as on behalf of his allies, the Nabob Nizam, Ally Cawn, Ragojee Bhonsla Syna Saheb Soubah, and the Nabob Hyder Ally Cawn, that they shall, in every respect, maintain peace towards the English and their allies, the Nabob Asoph-ul-Dowlah Behauder, and the Nabob Mahomed Ally Cawn Behauder, and shall in no respect whatever give them any disturbance. The English engage on their own behalf, as well as on behalf of their allies, the Nabob Asoph-ul-Dowlah

and the Nabob Mahomed Ally Cawn, that they shall in every respect maintain peace towards the Peishwa and his allies, the Nabob Nizam Ally Cawn and Ragojee Bhonsla Syna Saheb : and the English further engage on their own behalf, as well as on behalf of their allies, that they will maintain peace also towards the Nabob Hyder Ally Cawn, under the conditions specified in the 9th Article of this Treaty.

ARTICLE 11.

The Honorable East India Company and the Peishwa mutually agree that the vessels of each shall afford no disturbance to the navigation of the vessels of the other : and the vessels of each shall be allowed access to the ports of the other, where they shall meet with no molestation, and the fullest protection shall be reciprocally afforded.

ARTICLE 12.

The Peishwa and Chiefs of the Mahratta State hereby agree that the English shall enjoy the privilege of trade, as formerly, in the Mahratta territories, and shall meet with no kind of interruption ; and, in the same manner, the Honorable East India Company agree that the subjects of the Peishwa shall be allowed the privilege of trade, without interruption, in the territories of the English.

ARTICLE 13.

The Peishwa hereby engages that he will not suffer any factories of other European nations to be established in his territories, or those of the Chiefs dependent on him, excepting only such as are already established by the Portuguese ; and he will hold no intercourse of friendship with any other European nations ; and the English on their part agree that they will not afford assistance to any nation of Deccan or Hindostan at enmity with the Peishwa.

ARTICLE 14.

The English and the Peishwa mutually agree that neither will afford any kind of assistance to the enemies of the other.

ARTICLE 15.

The Honorable the Governor-General and Council of Fort William engage that they will not permit any of the Chiefs, dependants, or subjects of the English, the gentlemen of Bombay, Surat, or Madras, to act contrary at any place to the terms of this Treaty. In the same manner the Peishwa Madhoo Row Pundit Purdan engages that none of the Chiefs or subjects of the Mahratta State shall act contrary to them.

ARTICLE 16.

The Honorable East India Company, and the Peishwa Madhoo Row Pundit Purdan, having the fullest confidence in Maharajah Soubahdar Madhoo Row Scindia Behaader, they have both requested the said Maharajah to be the mutual guarantee for the perpetual and invariable adherence of both parties to the conditions of this Treaty ; and the said Madhoo Row Scindia, from a regard to the welfare of both States, hath accordingly taken upon

himself the mutual guarantee. If either of the parties shall deviate from the conditions of this Treaty, the said Maharajah will join the other party, and will to the utmost of his power endeavour to bring the aggressor to a proper understanding.

ARTICLE 17.

It is hereby agreed that whatever territories, forts, or cities, in Guzerat, were granted by Rugonath Row to the English, previous to the Treaty of Colonel Upton, and have come into their possession, the restitution of which was stipulated in the seventh Article of the said Treaty, shall be restored, agreeably to the terms of the said Article.

This Treaty, consisting of 17 Articles, is settled at Salbey, in the Camp of Maharajah Soubahdar Madhoo Row Scindia, on the 4th of the month Jemmadul Saany, in the year 1197 of the Hygera, corresponding with the 17th of March 1782, of the Christian era, by the said Maharajah and Mr. David Anderson: a copy hereof shall be sent by each of the above-named persons to their respective principals at Fort William and Poona, and when both copies being returned, the one under the seal of the Honorable East India Company, and signature of the Honorable the Governor-General and Council of Fort William, shall be delivered to Maharajah Madhoo Row Scindia Behauder, and the other under the seal of the Peishwa Madhoo Row, Pundit Purdan, and the signature of Ballajeo Pundit, Nana Furnavese, shall be delivered to Mr. David Anderson, this Treaty shall be deemed complete and ratified, and the Articles herein contained shall become binding on both the contracting parties.

(Written in the Mahratta character by Ragoo Bhow Dewan.) "In all seventeen Articles, on the fourth of Jemmad-ul-Akher, or fifth of Jeyat Adeek in the Shukul Patteh, in the year 1182."

(Subscribed in the Mahratta character by Madajee Scindia.) "Agreed to what is above written in Persian."

(Sd.) DAVID ANDERSON.

(Sd.) JAMES ANDERSON.

„ W. BLAINE.

(A true translation.)

(Sd.) JAMES ANDERSON,

Assistant to the Embassy.

Ratified at Fort William, the 6th of June 1782.



(Sd) WARREN HASTINGS.

„ EDWARD WHEELER.

„ JOHN MACPHERSON.

(Sd.) J. P. AURIOL,

Secretary.

The following was added at the time of the ratification at Poona and the final exchange at Gwalior.

This Treaty, consisting of seventeen Articles, was ratified on the fifteenth of the month of Mohrumm-ul-Hirram, in the year 1196 of the Hygera, and shall be invariably and perpetually binding on both the contracting parties.

(Subscribed in the handwriting of Nana Furnavese.) "Done by me, Ballajee Jennardin, on the 15th of Mohurram, in the year 1183," 20th December 1782.

On the 21st of Rubbi-ul-Awul, in the year 1197 of the Hygera, the above-written Treaty, under the seals of the Peishwa and the signature of Ballajee Pundit Furnavese, was delivered near Gwalior to Mr. David Anderson, and a counterpart of the same, under the seal of the Company, and the signatures of the Governor-General and Council of Fort Willam, was in like manner delivered to Maharajah Madajee Scindia Behauder, by which exchange the said Treaty is become complete, and from this date shall be binding on each of the contracting parties.

(Subscribed in the handwriting of Madajee Scindia.) "21st of Rubbi-ul-Awul."

(A true translation.)

(Sd.) CHARLES WILKINS.

The counterpart subscribed by Mr. David Anderson, 24th February 1783.

N.B.—The small seal of the Peishwa affixed to the joinings of the different sheets.

No. X.

An additional TREATY between the HONORABLE COMPANY and the PEISHWA of the MAHRATTA STATE.

Whereas, a Treaty of friendship between the Honorable Company and the Peishwa Pundit Purdhan having been ratified and completed on the 21st day of Rubbi-ul-Awul, of the year one thousand one hundred and ninety-seven of the Hegira; and the following additions for the increase of the friendship and concord of the two Governments having been considered and approved of by both parties, are hereby agreed to by Mr. David Anderson on the part of the Company, and Maharajah Soubahdar Madhoo Row Scindia on the part of the Peishwa; and are accordingly to be held binding on both parties.

In the eleventh Article of the Treaty of peace relating to the mutual intercourse of shipping, the words, *according to former custom*, not having been inserted, it is now therefore explained that the intercourse of shipping shall be carried on according to former custom.

It is agreed to between the Honorable Company and the Peishwa Madhoo Row Pundit Purdhan, that if any Chief, merchant, or other person should hereafter fly from the territories of the Honorable Company to those of the Peishwa, or from the territories of the Peishwa to those of the Company, no protection shall be afforded to such person by either party.

Concluded near Gwalior on the twenty-second day of Jummad-ul-Awul, of the year of the Hegira one thousand one hundred and ninety-seven, conformable to the twenty-sixth day of April one thousand seven hundred and eighty-three of the Christian era.

(Sd.) D. ANDERSON.

Witness :

(Sd.) JAMES ANDERSON.

Ratified in Council at Fort William, the 26th of May 1783.



(Sd.) WARREN HASTINGS.
„ EDWARD WHEELER.
„ JOHN MACPHERSON.
„ JOHN STABLES.

„ J. P. AURIOL,
Secretary.

No. XI.

TRANSLATION of a TREATY settled betwixt the HONORABLE EAST INDIA COMPANY and the PEISHWA MAHDOW ROW NARAIN and MAHRATTA STATE—1783.

The Honorable East India Company and the Peishwa Mahdoo Rao Narain Behauder having concluded and mutually ratified a Treaty near Gwalior, on the 21st of the month of Rubbee-ul-Awul, in the year of the Hegira 1197, in order to carry into execution the 9th Article of the said

Treaty, the following stipulations are now settled and agreed on betwixt Mr. David Anderson and Maharajah Subahdar Mahdoo Row Scindia Behauder, on behalf of the said Honorable East India Company on the one part, and the Peishwa and Mahratta State on the other, and shall accordingly be binding on both parties.

The Peishwa having despatched letters to Tippoo Saib, will cause him to restore all the forts and territories belonging to the English Company and the Nabob Mahomed Ally that may have come into his possession, and release such prisoners as have fallen into his hands. If Tippoo Saib agrees to these terms, and carries them into execution, and if he remains at peace with the Peishwa, the English will not afterwards act hostilely against him; but if he refuses to comply with these requisitions of the Peishwa, in such case the Peishwa will immediately assist the English and make war against him; after which neither of the contracting parties shall make peace with Tippoo Saib without the consent of the other. The territories and forts that may be conquered from Tippoo Saib shall be divided in the following manner: the territories of the English Company and the Nabob Mahomed Ally will be delivered to the English Company and the Nabob Mahomed Ally; the territories of the Peishwa and Mahratta State will be delivered to the Peishwa and Mahratta State. Whatever territories or forts may further be conquered from Tippoo Saib shall be equally divided betwixt the two contracting parties, according to the vicinity of their respective situations. But it is hereby stipulated that the Peishwa shall have no claim to any territories or forts belonging to Tippoo Saib, which the English may have conquered with their own force, and be in possession of previous to the actual commencement of hostilities by the troops of the Peishwa against Tippoo Saib. This Treaty being settled betwixt the English and the Peishwa, neither party shall deviate from it.

Settled and concluded on the 1st of Zelhidge, in the year 1197 of the Hegira (corresponding with the 28th of October in the year 1783 of the Christian era) under the signatures of Mr. David Anderson and Maharajah Subahdar Madhoo Row Scindia.

Signed in the Mahratta language in the handwriting of Maharajah Subahdar Mahdoo Row Scindia: "Agreed to what is above written on the 1st of Zelhidge, in the year 1197 of the Hegira, at Gwalior."

(Sd.) D. ANDERSON.

Gwalior, 23th October 1783.

(A true translation.)

(Sd.) JAMES ANDERSON,

Assistant to the Embassy.

No. XII.

TREATY OF ALLIANCE between the COMPANY, the PEISHWA, and the NIZAM, against TIPPoo SULTAN, 1790.

TREATY of OFFENSIVE and DEFENSIVE ALLIANCE between the HONORABLE UNITED ENGLISH EAST INDIA COMPANY, the PEISHWA SEWOY MAHDoo ROW NARAIN PUNDIT PURDHAN BEHAUDER, and the NABOB NAZIM ALLY KHAN ASOF JAH BEHAUDER, against FUTTY ALLY KHAN, known by the denomination of TIPPoo SULTAN, settled by MR. CHARLES WARRE MALET on the part of the said HONORABLE COMPANY, with the said PUNDIT PURDHAN, by virtue of the powers delegated to him by the RIGHT HONORABLE CHARLES EARL CORNWALLIS, K.G., Governor-General in Council, appointed by the HONORABLE THE COURT OF DIRECTORS of the said HONORABLE COMPANY to direct and control all their affairs in the East Indies.

ARTICLE 1.

The friendship subsisting between the States, agreeable to former Treaties, shall be increased by this.

ARTICLE 2.

Tippoo Sultan having engagements with the contracting parties, has, notwithstanding, acted with infidelity to them all, for which reason they have united in a league, that to the utmost of their power they may punish him, and deprive him of the means of disturbing the general tranquillity in future.

ARTICLE 3.

This undertaking being resolved on it is agreed that on, Mr. Malet's annunciation to Pundit Purdhan of the actual commencement of hostilities between the Honorable Company's forces and the said Tippoo, and on Captain Kennaway's announcing the same to the Nabob Asof Jah, the forces of the said Pundit Purdhan and Nabob Asof Jah, in number not less than 25,000, but as many more and as much greater an equipment as may be, shall immediately invade the territories of the said Tippoo, and reduce as much of his dominions as possible before and during the rains; and after that season, the

said Pundit Purdhan and Nabob will seriously and vigorously prosecute the war with potent army, well appointed and equipped with the requisite warlike apparatus.

ARTICLE 4.

The Nabob Asof Jah being furnished with two battalions of the Honorable Company's forces, Pundit Purdhan shall have an option of being joined by an equal force, on the same terms, during the present war against Tippoo. The pay of the said battalions to be made good by Pundit Purdhan to the Honorable Company, in like manner as settled with the Nabob Asof Jah.

ARTICLE 5.

On the said two battalions joining the Mahratta army, Pundit Purdhan agrees to allot 2,000 horse to remain and act in concert with them. But in the event of urgent service, on which cavalry alone can be employed, 1,000 of the said cavalry may be detached thereon, 1,000 remaining constantly with the battalions, whose pay shall be defrayed regularly, in ready money, every month, in the army or in Poona, at the option of Mr. Malet.

ARTICLE 6.

From the time of the said battalions entering Pundit Purdhan's territories an agent on the part of the said Pundit Purdhan shall be ordered to attend the Commander to execute such service as may occur.

ARTICLE 7.

If the Right Honorable the Governor-General should require a body of cavalry to join the English forces Pundit Purdhan and the Nabob Asof Jah shall furnish to the number of 10,000, to march in one month from the time of their being demanded, by the shortest and safest route, with all possible expedition, to the place of their destination, to act with the Company's forces; but should any service occur practicable only by cavalry, they shall execute it, nor cavil on the clause "to act with the Company's forces." The pay of the said cavalry to be defrayed monthly by the Honorable Company, at the rate and on the conditions hereafter to be settled.

ARTICLE 8.

If, in the prosecution of the war by the three allies, the enemy should gain a superiority over either, the others shall, to the utmost of their power, exert themselves to relieve the said party and distress the enemy.

ARTICLE 9.

The three contracting powers having agreed to enter into the present war, should their arms be crowned with success in the joint prosecution of it, an equal division shall be made of the acquisitions of territory, forts, and

whatever each Sirkar or Government may become possessed of, from the time of each party commencing hostilities; but should the Honorable Company's forces make any acquisitions of territory from the enemy previous to the commencement of hostilities by the other parties, those parties shall not be entitled to any share thereof. In the general partition of territory, forts, etc., due attention shall be paid to the wishes and convenience of the parties, relatively to their respective frontiers.

ARTICLE 10.

The underwritten Polygars and Zemindars being dependent on Pundit Purdhan and the Nabob Asof Jah, it is agreed that on their territories, forts, etc., falling into the hands of any of the allies, they shall be re-established therein, and the nuzzeranah that shall be fixed on that occasion shall be equally divided amongst the allies: but in future Pundit Purdhan and the Nabob Asof Jah shall collect from them the usual Kundnee and Pesheush which have been heretofore annually collected. And should the said Polygars and Zemindars act unfaithfully towards Pundit Purdhan or the Nabob, or prove refractory in the discharge of their Kundnee and Pesheush, the said Pundit Purdhan and Nabob are to be at liberty to treat them as may be judged proper. The Chief of Shahnoor is to be subject to service with both Pundit Purdhan and the Nabob, and should he fail in the usual conditions thereof, Pundit Purdhan and the Nabob will act as they think proper.

List of the Polygars and Zemindars.

Chittledroog.
Annagoondy.
Harponelly.
Bellaree.

Rodroog.
Keyohungoondah.
Cunnaghwarry.
Kittor.

Hannoer.

The district of Abdul Hakeem Khan, the Chief of Shahnoor.

ARTICLE 11.

To preserve, as far as possible, consistency and concert in the conduct of this important undertaking, a vakeel from each party shall be permitted to reside in the army of the others, for the purpose of communicating to each other their respective views and circumstances; and the representations of the contracting parties to each other shall be duly attended to, consistent with the circumstances and stipulations of this Treaty.

ARTICLE 12.

After this Treaty is signed and sealed, it will become incumbent on the parties not to swerve from its conditions at the verbal or written instance of

any person or persons whatever, or on any other pretence. And in the event of a peace being judged expedient, it shall be made by mutual consent, no party introducing unreasonable objections; nor shall either of the parties enter into any separate negotiations with Tippoo, but on the receipt of any advance or message from him, by either party, it shall be communicated to the others.

ARTICLE 13.

If, after the conclusion of peace with Tippoo, he should molest or attack either of the contracting parties, the others shall join to punish him; the mode and conditions of effecting which shall be hereafter settled by the three contracting powers.

ARTICLE 14.

This Treaty, consisting of fourteen Articles, being this day settled and concluded by Mr. Malet, with the Peishwa Sewoy Madhoo Row Narain Pundit Purdhan Behauder, Mr. Malet has delivered to Pundit Purdhan one copy of the same, in English and Persian, signed and sealed by himself, and Pundit Purdhan has delivered to Mr. Malet another copy in Mahratta and Persian, executed by himself; and Mr. Malet has engaged to procure and deliver to Pundit Purdhan in seventy-five days, a ratified copy from the Governor, on the delivery of which the Treaty executed by Mr. Malet shall be returned.

Poona, 1st June 1790.

(Sd.) C. W. MALET,
President.

The
Company's
Seal.

(True copy.)

(Sd.) C. W. MALET.

Ratified by the Governor-General in Council, at Fort William in Bengal,
the 5th day of July 1790.

(Sd.) CORNWALLIS.
„ CHARLES STUART.
„ PETER SPEKE.

L. S.

No. XIII.

TREATY with the PESHWA, commonly called the TREATY of BASSEIN, 31st December 1802.

TREATY of PERPETUAL and GENERAL DEFENSIVE ALLIANCE between the HONORABLE ENGLISH EAST INDIA COMPANY and HIS HIGHNESS the PEISHWA BAJEE RAO RAGONATH RAO PUNDIT PURDHAN BEHAUDER, his children, heirs, and successors, settled by LIEUTENANT-COLONEL BARRY CLOSE RESIDENT at the COURT of HIS HIGHNESS, by virtue of the powers delegated to him by HIS EXCELLENCY the MOST NOBLE RICHARD MARQUIS WELLESLEY, KNIGHT of the MOST ILLUSTRIOUS ORDER of St. PATRICK, one of HIS BRITANNIC MAJESTY'S MOST HONORABLE PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL, appointed by the HONORABLE COURT of DIRECTORS of the said HONORABLE COMPANY, to direct and control all their affairs in the EAST INDIES.

WHEREAS, by the blessing of God, the relations of peace and friendship have uninterruptedly subsisted, for a length of time, between the Honorable English East India Company and His Highness Rao Pundit Purdhan Behauder, and have been confirmed at different periods by Treaties of amity and union, the powers aforesaid, adverting to the complexion of the times, have determined, with a view to the preservation of peace and tranquillity, to enter into a general defensive alliance, for the complete and reciprocal protection of their respective territories, together with those of their several allies and dependants, against the unprovoked aggressions or unjust encroachments of all or any enemies whatever.

ARTICLE 1.

The peace, union, and friendship, so long subsisting between the two States, shall be promoted and increased by this Treaty and shall be perpetual. The friends and enemies of either shall be the friends and enemies of both; and the contracting parties agree that all the former Treaties and Agreements between the two States, now in force and not contrary to the tenor of this Engagement, shall be confirmed by it.

ARTICLE 2.

If any power or State whatever shall commit any act of unprovoked hostility or aggression against either of the contracting parties, or against their respective dependants or allies, and after due representation shall refuse

to enter into amicable explanation, or shall deny the just satisfaction or indemnity which the contracting parties shall have required, then the contracting parties will proceed to concert and prosecute such further measures as the case shall appear to demand.

For the more distinct explanation of the true intent and effect of this Agreement, the Governor-General in Council, on behalf of the Honorable Company, hereby declares that the British Government will never permit any power or State whatever to commit with impunity any act of unprovoked hostility or aggression against the rights and territories of His Highness Rao Pundit Purdhan Behauder, but will at all times maintain and defend the same in the same manner as the rights and territories of the Honorable Company are now maintained and defended.

ARTICLE 3.

With a view to fulfil this Treaty of general defence and protection, His Highness Rao Pundit Purdhan Behauder agrees to receive, and the Honorable East India Company to furnish, a permanent subsidiary force of not less than six thousand regular Native Infantry, with the usual proportion of field pieces and European artillerymen attached, and with the proper equipment of warlike stores and ammunition, which force is to be accordingly stationed, in perpetuity, in His said Highness' territories.

ARTICLE 4.

For the regular payment of the whole expense of the said subsidiary force, His Highness Rao Pundit Purdhan Behauder hereby assigns and cedes, in perpetuity, to the Honorable East India Company, all the territories detailed in the Schedule annexed to this Treaty.

ARTICLE 5.

As it may be found that certain of the territories ceded by the foregoing Article to the Honorable Company may be inconvenient from their situation, His Highness Rao Pundit Purdhan Behauder, for the purpose of rendering the boundary line of the Honorable Company's possession a good and well defended one, agrees that such exchanges of talooks or lands shall be made hereafter, on terms of a fair valuation of their respective revenues, as the completion of the said purpose may require. And it is agreed and covenanted that the territories to be assigned and ceded to the Honorable Company by the 4th Article, or in consequence of the exchange stipulated eventually in this Article, shall be subject to the exclusive management and authority of the said Company and of their officers.

ARTICLE 6.

Notwithstanding the total annual expense of the subsidiary force is estimated at twenty-five lakhs of Rupees, His said Highness hath agreed to cede, by Article 4, lands estimated to yield annually the sum of twenty-six lakhs

of Rupees, the additional lakh being intended to meet possible deficiencies in the revenues of the said lands, and save the Honorable Company from loss.

ARTICLE 7.

After the conclusion of this Treaty, and as soon as the British Resident shall signify to His Highness Rao Pundit Purdhan Behauder, that the Honorable Company's officers are prepared to take charge of the districts ceded by Article 4, His Highness will immediately issue the necessary perwannahs or orders to his officers, to deliver over charge of the same to the officers of the Honorable Company. And it is hereby agreed and stipulated, that all collections made by His Highness' officers subsequently to the date of the Treaty, and before the officers of the Honorable Company shall have taken charge of the said districts, shall be carried to the credit of the Honorable Company, and all claims to balances from the said districts, referring to periods antecedent to the conclusion of this Treaty, shall be considered as null and void.

ARTICLE 8.

All forts situated within the districts to be ceded as aforesaid shall be delivered to the officers of the Honorable Company with the said districts; and His Highness Rao Pundit Purdhan Behauder engages that the said forts shall be delivered to the Honorable Company without being injured or damaged, and with their equipment of ordnance, stores, and provisions.

ARTICLE 9.

Grain, and all other articles of consumption, and provisions, and all sorts of materials for wearing apparel, together with the necessary numbers of cattle, horses, and camels, required for the use of the subsidiary force, shall be entirely exempted from duties; and the Commanding Officer and officers of the said subsidiary force shall be treated in all respects in a manner suitable to the dignity and greatness of both States. The subsidiary force will, at all times, be ready to execute services of importance, such as the protection of the person of His Highness, his heirs, and successors, the overawing and chastisement of rebels, or excitors of disturbance in His Highness' dominions, and the due correction of his subjects or dependants, who may withhold the payment of the Sircar's just claims; but it is not to be employed on trifling occasions, nor like Sebundy to be stationed in the country to collect the revenues, nor against any of the principal branches of the Mahratta Empire, nor in levying contributions from Mahratta dependants in the manner of Moolkgeerre.

ARTICLE 10.

Whereas much inconvenience has arisen from certain claims and demands of the Mahratta State affecting the City of Surat, it is agreed that a just calculation shall be made of the value of the said claims by His Highness Rao Pundit Purdhan Behauder and the Government of Bombay; and in consequence of the intimate friendship now established between the contracting

parties, His Highness Rao Pundit Purdhan Behauder agrees, for himself, his heirs and successors, to relinquish, for ever, all the rights, claims, and privileges of the Mahratta State affecting the said City of Surat, and all collections on that account shall cease and determine from the day on which this Treaty shall be concluded; in consideration of which act of friendship the Honorable East India Company agrees that a piece of land, yielding a sum equal to the estimated value of the said claims of the Mahratta State, shall be deducted from the districts ceded by Article 4; and on the same principle, and from similar considerations, His Highness further agrees, that the amount of the collections made for the Poona State, under the title of Nogabundy, in the Pergunnahs of Chourassy and Chickly, shall be ascertained by an average taken from the receipts for a certain number of years, or by such other mode of calculation as may be determined on, and His said Highness doth further agree, for himself, his heirs and successors, to relinquish for ever the Nogabundy collections aforesaid, and they shall accordingly cease from the conclusion of this Treaty. And it is agreed and stipulated that a piece of land, yielding a sum equal to the amount of the said Nogabundy collections, shall be deducted from the districts ceded by Article 4, in the same manner as stipulated in regard to the chout of Surat.

ARTICLE 11.

Whereas it has been usual for His Highness Rao Pundit Purdhan Behauder to enlist and retain in his service Europeans of different countries, His said Highness hereby agrees and stipulates, that in the event of war breaking out between the English and any European nation, and of discovery being made that any European or Europeans in his service, belonging to such nation at war with the English, shall have meditated injury towards the English, or have entered into intrigues hostile to their interest, such European or Europeans, so offending, shall be discharged by His said Highness, and not suffered to reside in his dominions.

ARTICLE 12.

Inasmuch as, by the present Treaty, the contracting parties are bound in a general defensive alliance, for mutual defence and protection against all enemies, His Highness Rao Pundit Purdhan Behauder consequently engages never to commit any act of personal hostility and aggression against His Highness the Nabob Asoph Jah Behauder, or any of the Honorable Company's allies or dependants, or against any of the principal branches of the Mahratta Empire, or against any power whatever, and in the event of differences arising, whatever adjustment the Company's Government, weighing matters in the scale of truth and justice, may determine, shall meet with full approbation and acquiescence.

ARTICLE 13.

And whereas certain differences, referring to past transactions, are known to subsist between the Sircar of His Highness Rao Pundit Purdhan Behauder and the Sircar of His Highness the Nabob Asoph Jah Behauder, and whereas

an amicable adjustment of those differences must be highly desirable for the welfare and benefit of both the said Sircars, His Highness Rao Pundit Purdhan Behauder, with a view to the above end, agrees and accordingly binds himself, his heirs and successors, to fulfil and conform to the stipulation of the Treaty of Mahr; and His Highness Rao Pundit Purdhan Behauder further agrees, that on the basis of the fulfilment of the said Treaty of Mahr, and of the claims of His Highness the Nabob Asoph Jah Behauder to be totally exempted from the payment of chout, the Honorable Company's Government shall be entitled to arbitrate and determine all such points, as may be in doubt or difference between the Sircars of their Highnesses aforementioned; and His Highness Rao Pundit Purdhan Behauder further agrees, that in the event of any differences arising between his Government and that of His Highness the Nabob Asoph Jah Behauder, at any future period, the particulars of such differences shall be communicated to the Honorable East India Company, before any act of hostility shall be committed on either side, and the said Honorable Company interposing their mediation, in a way suitable to rectitude, friendship, and union, and mindful of justice and established usage, shall apply themselves to the adjustment of all such differences, conformable to propriety and truth, and shall bring the parties to a right understanding. And it is further agreed, that whatever adjustment of any such differences the Company's Government, weighing things in the scale of truth and justice, shall determine, that determination shall, without hesitation or objection, meet with the full approbation and acquiescence of both parties. It is however agreed, that this stipulation shall not prevent any amicable negotiations which the Honorable Company and the Courts of Poona and Hyderabad, respectively, may be desirous of opening, provided no such negotiation shall be carried on between any of the three parties without full communication thereof to each other.

ARTICLE 14.

Whereas a Treaty of friendship and alliance has been concluded between the Honorable Company and Rajah Anund Rao Guicowar Behauder, and whereas the said Treaty was meditated and executed, without any intention that it should infringe any of the just rights or claims of His Highness Rao Pundit Purdhan Behauder affecting the Sircars of the said Rajah, His said Highness adverting thereto, and also to the intimate alliance now established between the contracting parties, doth hereby formally acknowledge the existence of the said Treaty between the Honorable Company and Rajah Anund Rao Guicowar Behauder; and inasmuch as, by reason of certain unfinished transactions, the conclusion of which has been suspended from time to time, various demands and papers of accounts are found to subsist between the Government of His Highness Rao Pundit Purdhan Behauder and the Sircar of the Rajah aforementioned, His said Highness, placing full reliance on the impartiality, truth, and justice of the British Government, doth hereby agree that the said Government shall examine into and finally adjust the said demands and papers of accounts, and His said Highness further stipulates and bind himself, his heirs and successors, to abide by such adjustment as the British Government shall accordingly determine.

ARTICLE 15.

The contracting parties will employ all practical means of conciliation to prevent the calamity of war, and for that purpose will, at all times, be ready to enter into amicable explanations with the other States, and to cultivate and improve the general relations of peace and amity with all the powers of India, according to the true spirit and tenor of this defensive Treaty. But if a war should unfortunately break out between the contracting parties and any other power whatever, then His Highness Rao Pundit Purdhan Behauder engages, that with the reserve of two battalions of sepoy, which are to remain near His Highness' person, the residue of the British subsidiary force, consisting of four battalions of sepoy with their artillery, joined by six thousand infantry and ten thousand horse of His Highness' own troops, and making together an army of ten thousand infantry and ten thousand cavalry, with the requisite train of artillery, and warlike stores of every kind, shall be immediately put in motion, for the purpose of opposing the enemy; and His Highness likewise engages to employ every further effort in his power, for the purpose of bringing into the field, as speedily as possible, the whole force which he may be able to supply from his dominions, with a view to the effectual prosecution and speedy termination of the said war. The Honorable Company, in the same manner, engage on their parts, in this case, to employ in active operations against the enemy, the largest force which they may be able to furnish over and above the said subsidiary force.

ARTICLE 16.

Whenever war shall appear probable, His Highness Rao Pundit Purdhan Behauder engages to collect as many benjaries as possible, and to store as much grain as may be practicable in his frontier garrisons.

ARTICLE 17.

As by the present Treaty the union and friendship of the two States is so firmly cemented that they may be considered as one and the same, His Highness Rao Pundit Purdhan Behauder engages neither to commence nor to pursue, in future, any negotiations with any other power whatever, without giving previous notice and entering into mutual consultation with the Honorable East India Company's Government; and the Honorable Company's Government, on their part, hereby declare that they have no manner of concern with any of His Highness' children, relations, subjects, or servants, with respect to whom His Highness is absolute.

ARTICLE 18.

Inasmuch as, by the present Treaty of general defensive alliance, the ties of union are, with the blessing of God, so closely drawn, that the interests of the two States are become identified, it is further mutually agreed, that if disturbances shall at any time break out in the districts ceded to the Honorable Company by this Agreement, His Highness Rao Pundit Purdhan Behauder shall permit such a proportion of the subsidiary troops as may be

requisite to be employed in quelling the same within the said districts. If disturbances shall, at any time, break out in any part of His Highness' dominions contiguous to the Company's frontier, to which it might be inconvenient to detach any proportion of the subsidiary force, the British Government, in like manner, if required by His Highness Rao Pundit Purdhan Behauder, shall direct such proportion of the troops of the Company as may be most conveniently stationed for the purpose, to assist in quelling the said disturbances within His Highness' dominions.

ARTICLE 19.

It is finally declared that this Treaty, which, according to the foregoing Articles, is meant for the support and credit of his said Highness' Government, and to preserve it from loss and decline, shall last as long as the sun and moon shall endure.

Signed, sealed, and exchanged at Bassein, the 31st of December, Anno Domini 1802, or the 5th of Ramzan, Anno Higeree 1217.

(Sd.) B. CLOSE,
Resident at Poona.

The Seal
of
Purdhan.

(The Peishwa's signature.)

(A true copy.)

(Sd.) M. WILKS,
Private Secretary.

Schedule of the Territories ceded in perpetuity by His Highness Bajee Rao Rogonath Pundit Purdhan Behauder to the Honorable English East India Company, agreeable to the Fourth Article of the annexed Treaty.

1st.—From the Province of Guzerat and territories south thereof:—

Dundooka, together with Chooia, Komapoor, and Gogo	1,05,000
Cambay, Choute, and Nassoor	60,000

South of the Taptee.

Purnair	27,000
Bootseer	6,200
Banwannay	8,800
Balsur	85,000

Carried over . 1,27,000 1,65,000

	Brought forward	1,27,000	1,65,000
Parchole		1,07,000	
Soopa		51,000	
Sarbaun		30,000	
Wallow		30,000	
Bamdoo Kusba		7,900	
Waunsda Choute		7,000	
Durumpoory Choute		9,000	
Surat ditto		42,100	
Customs		83,000	

Between the Taptee and Nerbudda.

Oolpa	8,16,000	
Hansood	85,000	
Oetisier	78,000	
Nunday	65,000	
Total south of the Taptee and between Taptee and Nerbudda	10,38,000	
Deduct 20 per cent. on account of decrease of revenue	2,07,600	
		8,30,400
Nahabundy of Chourassy and Chickley	20,000	
Phoolpoora }		
Coomarria }	5,000	
Cattergom }		
		25,000

2nd—From the territories near the Toombuddrah:—

Savancore, 26 talooks	10,22,838	
From Bankapoor	5,56,762	
		15,79,600
Grand Total		26,00,000

Signed, sealed, and exchanged at Bassein, the 31st December, Anno Domini 1802, or the 5th Ramzan, Anno Higeree 1217.

The Seal of
Pundit
Purdhan.

(The Peishwa's signature.)

(A true copy.)

B. CLOSE.

Ratified by the Governor-General in Council on 11th February 1803.

SUPPLEMENTAL to the TREATY OF BASSEIN, 1803.

A Treaty, consisting of 19 Articles, was concluded at Bassein between the Honorable English East India Company Behauder and His Highness the Peishwa Badjee Rao Rogonath Pundit Purdhan Behauder. The following Articles of Engagement are now agreed on and settled, as supplemental to the said Treaty, by Lieutenant-Colonel Barry Close, on the part of the said Honorable Company, and Anund Rao Vakeel, on the part of the said Rao Pundit Purdhan Behauder, under full power and authority granted to them respectively for the purpose.

ARTICLE 1.

That of the territory ceded in perpetuity to the Honorable East India Company by the said Treaty of Bassein, the country of Savenore, and Talook of Bancapoor, in the Carnatic, yielding an annual revenue of 16 lakhs of Rupees, shall be restored in perpetuity to the Sircar of the said Rao Pundit Purdhan Behauder.

ARTICLE 2.

That of the territory ceded in perpetuity to the English East India Company by the Treaty of Bassein, the Pergunnah of Oolpah in Guzerat, yielding a revenue annually of three lakhs and sixteen thousand Rupees, shall likewise be restored in perpetuity to the Sircar of the said Rao Pundit Purdhan Behauder, in order that it may be restored to Nursing Khundy Row, who has served the Sircar with fidelity and attachment.

ARTICLE 3.

That a regiment of native cavalry, of the same strength and complement as the cavalry regiments belonging to the Hyderabad subsidiary force, shall be added to the British Poona subsidiary force.

ARTICLE 4.

In the fifteenth Article of the Treaty of Bassein it is stipulated that ten thousand cavalry and six thousand infantry, with a due proportion of ordnance and military stores, shall be furnished by the said Rao Pundit Purdhan Behauder, and in addition thereto such further force as the Sircar of the said Rao Pundit Purdhan Behauder should be able to bring into the field. This stipulation is now annulled, and in lieu thereof, it is agreed and covenanted, that in time of war the said Rao Pundit Purdhan Behauder shall appoint and furnish five thousand cavalry and three thousand infantry, with a due proportion of ordnance and military stores, and in addition thereto such further force as the said Rao Pundit Purdhan Behauder shall be able to bring into the field.

ARTICLE 5.

That a corps of Mahratta cavalry, amounting to five thousand, shall be maintained by the British Government during the present war, for the service of the Poona State, under the orders of the British Government; of which

five thousand horse, two thousand shall serve with His Highness the Peishwa, and the remaining three thousand with the British army in the field ; and in the said five thousand Mahratta cavalry are not to be included the Mahratta troops serving with the British army under the Chieftains Bapeojee, Gunneis Punt Geklah, and Seedojee Row Nimalun, which troops shall continue to be subsisted at the charge of Rao Pundit Purdhan Behauder.

ARTICLE 6.

By the first and second Articles of this Agreement, territory yielding an annual revenue of 19,16,000 Rupees is restored to the Sircar of Rao Pundit Purdhan Behauder ; in lieu thereof and for the purposes hereafter mentioned, the said Rao Pundit Purdhan Behauder agrees and stipulates to cede in perpetuity to the Honorable English East India Company, from the Province of Bundelcund, conquered for the Poona State by Ali Behauder, territory yielding an estimated annual revenue of 36,16,000 Rupees, agreeably to the following detail :

1. In lieu of the country of Savenore, and Talooks of Buncapoor, in the Carnatic, and the Pergunnah of Oolpah, in Guzerat, a tract of territory, yielding an annual revenue of 19,16,000 Rupees.

2. On account of the stated high value of Oolpah, a tract of territory yielding an annual revenue of 50,000 Rupees, in excess for that Pergunnah.

3. To bear the entire expense of the regiment of cavalry mentioned in Article 3, a tract of territory yielding an annual revenue of 7,50,000 Rupees.

4. To serve as an equivalent for the expense to be incurred by the British Government in paying and maintaining, during the present war, the 5,000 cavalry mentioned in Article 5, a tract of territory yielding an annual revenue of 5,00,000 Rupees, and lastly, a tract of territory yielding an annual revenue of 4,00,000 Rupees, to meet the extraordinary expense which the British Government must be subject to in establishing its authority in Bundelcund, which is disturbed and ravaged by rebels, who must be subdued and punished. Total ceded from Bundelcund, 36,16,000 Rupees.

ARTICLE 7.

The whole of the foregoing territory, ceded as above from Bundelcund to the Honorable English East India Company, shall be taken from those quarters of the province most contiguous to the British possessions, and in every respect most convenient for the British Government.

ARTICLE 8.

Inasmuch as the Pergunnah of Oolpah was particularly valuable to the Honorable Company's Government, by reason of its proximity to the City of Surat, in the prosperity of which the British Government bears an anxious concern, it is accordingly agreed and stipulated, that the said Pergunnah of Oolpah shall be so managed and governed, at all times, by the Mahratta authority, as to conduce to the convenience of the said City, by attention to

the rules of good neighbourhood, and the promotion of an amicable and commercial intercourse between the inhabitants of both sides. And inasmuch as the sovereignty of the River Taptee doth belong to the British Government, it is accordingly agreed and covenanted, that the Mahratta authority in Oolpah shall have no right or concern whatever in the wreck of any vessel that may be cast upon any part of the Oolpah territory, connecting with the said River Taptee, but be bound, in the event of any such wreck, to render the vessel all practicable aid, for which the parties assisting shall be entitled to receive from the owners of the wreck a just and reasonable compensation.

Signed, sealed, and exchanged at Poona, the 16th December, Anno Domini 1803, or the 1st Ramzan, Anno Higeree 1218.

Ratified by the Governor-General in Council, the 7th January 1804.

NO. XIV.

PARTITION TREATY OF POONA with HIS HIGHNESS the PEISHWA, 1804.

TREATY for the SETTLEMENT of GENERAL PEACE in HINDOSTAN and the DECCAN, and for the CONFIRMATION of the FRIENDSHIP subsisting between the HONORABLE ENGLISH EAST INDIA COMPANY and its allies, His Highness the SOUBAHDAR of the DECCAN and HIS HIGHNESS RAO PUNDIT PURDHAN PEISHWA BEHAUDER, settled between the said HONORABLE COMPANY and the said allies by LIEUTENANT-COLONEL BARRY CLOSE, Resident at the Court of HIS HIGHNESS the PEISHWA, in virtue of the powers delegated to him by HIS EXCELLENCY the MOST NOBLE RICHARD MARQUIS WELLESLEY, KNIGHT OF THE MOST ILLUSTRIOUS ORDER OF ST. PATRICK, one of HIS MAJESTY'S MOST HONORABLE PRIVY-COUNCIL, Governor-General in Council of all the British possessions, and CAPTAIN-GENERAL of all the British land forces in the East Indies.

Whereas, by the terms of the Treaties of peace concluded by Major General the Honorable Arthur Wellesley, on the part of the Honorable Company and its allies, with Maharajah Senah Saheb Soubah, Rajah of

Berar, at Deogaum, on the 17th of December 1803, and with Maharajah Dowlut Row Scindia at Surje Anjengaum, on the 30th of that month, which Treaties have been duly ratified by the Governor-General in Council, and by the allies of the British Government, certain forts and territories have been ceded by Maharajah Senah Saheb Soubah, and by Maharajah Dowlut Row Scindia, to the Honourable Company and its allies, the following Articles of Agreement, for the settlement of the said forts and territories, have been concluded by the British Government and by the said allies :—

ARTICLE 1.

The Province of Cuttack, including the Port and District of Balasore, and all cessions, of every description, made by the 2nd Article of the Treaty of Deogaum, or by any Treaties which have been confirmed by the tenth Article of the said Treaty of Deogaum, shall belong in perpetual sovereignty to the Hon'ble English East India Company.

ARTICLE 2.

The territories of which Maharajah Senah Saheb Soubah formerly collected the revenues in participation with His Highness the Soubahdar of the Deccan, and those formerly possessed by Maharajah Senah Saheb Soubah to the westward of the River Wurdah, ceded by the 3rd Article of the Treaty of Deogaum, and the territory situated to the southward of the hills on which are the forts of Nernullah and Gawilghur, and to the westward of the River Wurdah, stated by the 4th Article of the Treaty of Deogaum to belong to the British Government and its allies, shall belong in perpetual sovereignty to His Highness the Soubahdar of the Deccan, with the exception of the districts reserved to Senah Saheb Soubah in the 5th Article of the said Treaty of Deogaum.

ARTICLE 3.

All the forts, territories, and rights of Maharajah Dowlut Row Scindia in the Doab, or country situated between the Jumna and Ganges, and all his forts, territories, rights, and interests in the countries which are to the northward of those of the Rajahs of Jeypoor and Jodepoor, and of the Rana of Gohud, ceded by the 2nd Article of the Treaty of Surje Anjengaum, shall belong in perpetual sovereignty to the Honorable Company.

ARTICLE 4.

The Fort of Baroach and territory depending thereon, ceded by the 3rd Article of the Treaty of Surje Anjengaum, shall belong in perpetual sovereignty to the Honorable Company.

ARTICLE 5.

The Fort and City of Ahmednuggur, together with such part of the territory depending thereon, as is ceded by the 3rd Article of the Treaty of Surje Anjengaum to the Honorable Company and its allies, shall belong in perpetual sovereignty to His Highness the Peishwa.

ARTICLE 6.

All the territories which belonged to Maharajah Dowlut Row Scindia before the commencement of the late war, situated to the southward of the hills called the Adjunte Hills, including the Fort and District of Jalnapore, the town and District of Gandapore, and all other districts between that range of hills and the River Godavery, ceded by the 4th Article of the Treaty of Surje Anjengaum to the Honorable Company and its allies, shall belong in perpetual sovereignty to His Highness the Soubahdar of the Deccan.

ARTICLE 7.

All cessions made to the Honorable Company by any Treaties which have been confirmed by the 9th Article of the Treaty of Surje Anjengaum, shall belong in perpetual sovereignty to the Honorable Company.

ARTICLE 8.

This Treaty, consisting of eight Articles, being this day, the 14th of May 1804 A.D., corresponding with the 3rd of Suffer 1219 A.H., settled and concluded at Poona, by Lieutenant-Colonel Barry Close, Resident, with His Highness the Peishwa, Lieutenant-Colonel Close has delivered to His said Highness a copy of the same in English, Persian, and Mahratta, under the seal and signature of the said Lieutenant-Colonel Barry Close, and His Highness the Peishwa has delivered to the said Lieutenant-Colonel Close another copy, also in Persian, Mahratta, and English, bearing His Highness's seal, and Lieutenant Colonel Close aforesaid has engaged to procure and deliver to His said Highness, without delay, a copy of the same, duly ratified by His Excellency the Most Noble the Governor-General in Council, on the receipt of which by His said Highness, the present Treaty shall be deemed complete and binding on the Honorable the English East India Company and on His Highness, and the copy of it now delivered to His said Highness shall be returned.

Ratified by the Governor-General in Council on 4th June 1804.

No. XV.

TREATY between the **HONORABLE EAST INDIA COMPANY** and **HIS HIGHNESS BAJEE RAO RUGHONATH RAO PUNDIT PURDHAN**, his heirs and successors, concluded at **POONA**, on the 18th of **June**, by the **HONORABLE M. ELPHINSTONE** on the part of the **HONORABLE COMPANY**, and by **MORO DIXIT** and **BAL-LAJEE LUCHMUN** on the part of the **RAO PUNDIT PURDHAN**, by virtue of full powers from their respective Governments—**1817.**

Whereas a Treaty of general defensive alliance, consisting of nineteen Articles, was concluded at Bassein between the Honorable East India Company

and His Highness Rao Pundit Purdhan Behauder ; and whereas seven Articles of Agreement, supplemental to the said Treaty, were agreed on at Poona between the same powers ; and whereas certain disputes have since arisen, which it is the desire of both parties to remove ; with a view to adjusting the said disputes, and to the better fulfilment of the said alliance, the following Treaty has been concluded between the two States :—

ARTICLE 1.

Whereas Trimbuckjee Dainglia, by the murder of Gungadhur Shastry, the Public Minister of the Guicowar State, rendered himself obnoxious to public justice, and it became the peculiar duty both of the Honorable East India Company's Government and of that of His Highness Rao Pundit Purdhan Behauder to inflict on him such punishment as might mark their detestation of his crimes and deter others from committing the like atrocities ; and whereas Trimbuckjee Dainglia has escaped from the custody of the Honorable East India Company's Government, to which he was made over by Rao Pundit Purdhan Behauder, and has since added to his crimes by assembling banditti and committing various acts of plunder and murder, His Highness Rao Pundit Purdhan Behauder solemnly engages never to afford to the said Trimbuckjee any countenance or protection whatever, but to use his utmost efforts to seize and deliver him up to the Honorable East India Company ; and until such time as the said Dainglia may be delivered up, the family of the said Dainglia are to remain as hostages in the hands of the Honorable Company's Government ; His Highness Rao Pundit Purdhan Behauder also engages severely to punish all who participated in the said Trimbuckjee's rebellion, and who have not surrendered themselves according to His Highness's proclamation.

ARTICLE 2.

All articles of the Treaty of Bassein, and of the Supplemental Articles concluded at Poona, which are not contrary to the tenor of the present engagement, are hereby confirmed.

ARTICLE 3.

By the eleventh Article of the Treaty of Bassein, His Highness Rao Pundit Purdhan Behauder engages to dismiss all Europeans, Natives of States at war with Great Britain, who shall meditate injury towards the English. His Highness Rao Pundit Purdhan Behauder now engages never to admit into his territories any subject of any European or American power whatever, without the previous consent of the British Government.

ARTICLE 4.

By the (17th) seventeenth Article of the Treaty of Bassein, His Highness Rao Pundit Purdhan Behauder engaged neither to commence nor pursue in future any negotiations with any power whatever, without giving previous notice to, and entering into mutual consultation with, the Honorable East India Company's Government ; in order to the more effectual fulfilment of

this Article, His Highness Rao Pundit Purdhan Behauder hereby engages neither to maintain Vakeels or other Agents at the Court of any power whatever, nor to permit the residence of Vakeels or other Agents from any power whatever at his Court, and His Highness further engages to hold no communication with any power whatever, except through the Resident or other Minister of the Honorable Company's Government residing at His Highness's Court; and His Highness Rao Pundit Purdhan Behauder hereby for himself, and for his heirs and successors, recognizes the dissolution in form and substance of the Mahratta confederacy, and renounces all connexion whatever with the other Mahratta powers, whether arising from his former situation of executive head of the Mahratta Empire, or from any other cause. Nothing contained in this Article shall affect any rights which His Highness Rao Pundit Purdhan Behauder may possess over any Chiefs of the Mahratta State between the Rivers Nerbudda and Toombudda, and to the west of the western frontier of His Highness the Nizam's Dominions, who are now in obedience to His Highness Rao Pundit Purdhan Behauder. His Highness, however, renounces all claims on the Rajah of Colapore, and on the Government of Sawunt Warree, and engages to advance no claims on the lands of their Highnesses Scindia, Holkar, the Rajah of Berar, and the Guickwar, which may be situated within the limits before-mentioned.

ARTICLE 5.

His Highness Rao Pundit Purdhan Behauder specially renounces all future demands on His Highness Rajah Anund Rao Guickwar Behauder, whether resulting from the former supremacy of the said Rao Pundit Purdhan Behauder, as executive head of the Mahratta Empire, or from any other cause; but as various demands and papers of accounts, arising from certain unfinished transactions, subsist between the Government of His Highness Rao Pundit Purdhan Behauder and the Government of the Rajah above-mentioned, which His Highness Rao Pundit Purdhan Behauder agreed, by the fourteenth Article of the Treaty of Bassein, to submit to the arbitration of the Honorable Company's Government, those demands are hereby declared to be in force as far as relates to past times; but His Highness Rao Pundit Purdhan Behauder now consents, that in the event of the payment of the annual sum of four lakhs of Rupees by Rajah Anund Rao Guickwar Behauder, the above agreement shall be set aside, and the said Rajah shall be discharged from all claims whatever on the part of the said Rao Pundit Purdhan Behauder. In case His Highness Rajah Anund Rao Guickwar Behauder should not consent to the payment of the annual sum of four lakhs of Rupees, then the agreement above-mentioned, which forms part of the (14th) fourteenth Article of the Treaty of Bassein, shall remain in force and binding on both parties, but His Highness Rao Pundit Purdhan Behauder hereby distinctly renounces all future claims on His Highness Rajah Anund Rao Guickwar Behauder.

ARTICLE 6.

In the fourth Supplemental Article to the Treaty of Bassein, it is agreed that in time of war His Highness Rao Pundit Purdhan Behauder shall

appoint and furnish five thousand cavalry and three thousand infantry, with a due proportion of ordnance and military stores, to join and act with the British subsidiary force, and in addition thereto, His Highness agreed to employ in the war such further force as he shall be able to bring into the field. That Article is hereby annulled; and in lieu thereof it is agreed that His Highness Rao Pundit Purdhan Behauder shall place at the disposal of the British Government sufficient funds for the payment of a force of five thousand cavalry and three thousand infantry, and the provision of a due proportion of ordnance and military stores; on the fulfilment of which engagement the British Government shall have no further claim to the services of the contingent above-mentioned. But His Highness Rao Pundit Purdhan Behauder shall still be bound as formerly to co-operate in the war with such a force as he may be able to bring into the field; the Honorable Company in the same manner engaging to employ in active operations against the enemy the largest force which they may be able to furnish over and above the subsidiary force.

ARTICLE 7.

To enable the British Government to supply the place of the contingent above-mentioned, His Highness Rao Pundit Purdhan Behauder hereby assigns, and cedes in perpetuity, to the Honorable Company all the territories and rights detailed in the schedule annexed to this Treaty, and His Highness expressly renounces all claims and pretensions of whatever description on the countries enumerated in the said schedule, and all connexion with the Chiefs and Boomeas of those countries.

ARTICLE 8.

As it may be found that certain of the territories ceded by the foregoing Article may be inconvenient from their situation, His Highness Rao Pundit Purdhan Behauder, for the purpose of rendering the boundary line a good and well-defined one, agrees that such exchange of talooks and lands shall be made hereafter, on terms of a fair valuation of their respective revenues, as the completion of the said purpose may require, and it is agreed and covenanted that the territories to be assigned and ceded to the Honorable Company by the (7th) seventh Article, or in consequence of the exchange stipulated eventually in this article, shall be subject to the exclusive management and authority of the said Company and their Officers.

ARTICLE 9.

His Highness Rao Pundit Purdhan Behauder will immediately issue the necessary purwannahs, or orders to His Highness's Officers, to deliver over charge of the districts ceded by Article seventh to the Officers of the Honorable Company, and it is hereby agreed and stipulated, that all collections made by His Highness's Officers, subsequently to the commencement of the Hindoo year (answering to the 5th of June 1817 A.D.), shall be carried to the credit of the Honorable Company, and all claims to balances from the said districts, referring to periods antecedent to the conclusion of this Treaty, shall be considered as null and void.

ARTICLE 10.

All forts situated within the districts ceded as aforesaid shall be delivered to the Officers of the Honorable Company, with the said districts, and His Highness Rao Pundit Purdhan Behauder engages that the said forts shall be delivered to the Honorable Company without being injured or damaged.

ARTICLE 11.

It is further agreed that if disturbances shall at any time break out in the district ceded to the Honorable Company by this Agreement, His Highness Rao Pundit Purdhan Behauder shall permit such a proportion of the subsidiary troops, as may be requisite, to be employed in quelling the same within the said districts.

ARTICLE 12.

His Highness Rao Pundit Purdhan Behauder on his own part, and on the part of his heirs and successors, hereby cedes to the Honorable East India Company, in perpetual sovereignty, the Fort of Ahmednuggur, together with as much of the adjoining country as may be within two thousand (2,000) yards of the fort, measured from the foot of the glacis. His Highness Rao Pundit Purdhan Behauder engages to furnish such pasture lands as may be required for the use of the subsidiary force, at the most convenient place adjoining to the cantonments of the different divisions of the said force; and although by the spirit of the Treaty of Bassein the British Government is already entitled to send such troops into His Highness's territories as may appear requisite for the fulfilment of the terms of that Treaty, yet to remove all doubts on that point His Highness Rao Pundit Purdhan Behauder further engages to admit the residence, within his dominions, of any number of British troops in addition to the subsidiary force that the British Government may think necessary, and to permit all British troops to pass through all parts of his dominions without obstruction, provided that nothing in this Article is to entitle the British Government to make any demand on His Highness for the expense of the additional troops so residing.

ARTICLE 13.

His Highness Rao Pundit Purdhan Behauder hereby cedes to the Honorable East India Company all his rights, interests, or pretensions, feudal, territorial, or pecuniary, in the Province of Bundelcund, including Saugor, Jansi, and the lands held by Nana Govind Rao, and agrees to relinquish all connection with the Chiefs in that quarter.

ARTICLE 14.

His Highness Rao Pundit Purdhan Behauder for himself, and for his heirs and successors, hereby cedes to the Honorable East India Company all his rights and territories in Malwa, which were secured to him by the 11th Article of the Treaty of Surge Anjengaum, and generally all rights and pretensions of every denomination which he may possess in the country to

the north of the River Nerbudda, excepting those which he possesses in the Province of Guzerat; and engages never more to interfere in the affairs of Hindoostan.

ARTICLE 15.

His Highness Rao Pundit Purdhan Behauder formerly rented his share of the City and Province of Ahmedabad, including the tribute of Kattiwar, to Bhugwunt Rao Guickwar, at the rate of four lakhs and a half of Rupees per annum, and granted a Sunnud to that effect under date the twenty-seventh Jemadee-ul-Akhir (1205) one thousand two hundred and five. The tribute of Kattiwar formerly comprehended in that farm has been ceded to the British Government by the seventh Article of the present Treaty. His Highness now agrees to grant the remainder of the said farm in perpetuity to His Highness Raja Anund Rao Guickwar Behauder, and to his heirs and successors, on the same terms as those contained in the above-mentioned Sunnud, dated the twenty-seventh of Jemadee-ul-Akhir A.H., one thousand two hundred and five (1205), excepting the terms contained in the second (2nd), eighth (8th), eleventh (11th), and fifteenth (15th) Articles, which are hereby abrogated and annulled. In consideration of the greatness of the actual revenue of the City and Province of Ahmedabad, and likewise of the loss to which His Highness Rao Pundit Purdhan Behauder has already been subjected by his renunciation of all future claims on His Highness Raja Anund Rao Guickwar Behauder, and by his accepting an annual payment of four lakhs in lieu of all claims actually due up to the present day, it is agreed that the former sum of four lakhs and a half of Rupees shall still be paid for the farm of Ahmedabad, notwithstanding the separation of the tribute of Kattiwar.

ARTICLE 16.

Whereas certain Articles of Agreement (six in number) regarding the settlement of the southern jaghiredars were presented by the Resident at Poona to His Highness Rao Pundit Purdhan Behauder, on the 6th of July, one thousand eight hundred and twelve (1812) A.D., to which, after a modification suggested by His Highness and submitted to him on the seventh of the same month, His Highness gave his entire consent, those Articles are hereby recognized and declared to be binding on both parties, as much as if they formed part of the present Treaty; and whereas various disputes have arisen regarding the muster of the troops of the said jaghiredars, and the manners and periods of their service, His Highness Rao Pundit Purdhan Behauder hereby agrees to be guided entirely by the advice of the British Government with regard to those subjects, and to issue no orders to the jaghiredars without full concert with the British Government; His Highness hereby agrees to restore to the said jaghiredars any of the lands included in their Sunnuds which may now be in His Highness's possession; and in consideration of the recommendation of the British Government His Highness hereby consents to restore to Madhoo Rao Rastia the jaghire formerly held by him and resumed in the year one thousand eight hundred and fourteen, and to permit him to hold that jaghire as formerly, under the guarantee of the British Government.

ARTICLE 17.

The fort and territory of Mailghaut having been taken possession of by the troops of His Highness Rao Pundit Purdhan Behauder without concert with the British Government, and His Highness's occupation of that fortress having since occasioned various inconveniences to the other allies, His Highness Rao Pundit Purdhan Behauder engages to withdraw his troops from Mailghaut, and he hereby renounces all claims and pretensions to the said fort and territory, and to all other territories occupied by his troops during the expedition of one thousand eight hundred and eleven.

ARTICLE 18.

This Treaty, consisting of eighteen Articles, being this day settled and concluded at Poona by the Honorable M. Elphinstone, Moro Dixit, and Balajee Luchmun, Mr. Elphinstone has delivered to His Highness the Peishwa a copy of the same in English, Persian, and Mahratta, under the seal and signature of the said Honorable M. Elphinstone, and His Highness the Peishwa has delivered to the said Honorable M. Elphinstone another copy, also in English, Persian, and Mahratta, bearing His Highness's seal, and the Honorable M. Elphinstone aforesaid has engaged to procure and deliver to His Highness without delay a copy of the same, duly ratified by His Excellency the Most Noble Francis Marquis Hastings, k.e., Governor-General, &c., &c., in Council, on the receipt of which by His said Highness, the present Treaty shall be deemed complete, and binding on the Honorable East India Company and on His Highness the Peishwa, and the copy now delivered to His said Highness shall be returned.

Peishwa's
Seal.

(Peishwa's Signature.)

Governor-
General's
small Seal.

(Sd.) HASTINGS.
" N. B. EDMONSTONE.
" A. SETON.
" G. DOWDESWELL.

Ratified by the Governor-General in Council, this fifth day of July, one thousand eight hundred and seventeen, at Fort William in Bengal.

(Sd.) J. ADAMS,
Acting Chief Secretary to Government.

SCHEDULE of the LANDS and REVENUES ceded in perpetuity by HIS HIGHNESS RAO PUNDIT PURDHAN BEHAUDER to the HONORABLE EAST INDIA COMPANY, by virtue of the SEVENTH ARTICLE of the annexed TREATY, amounting to thirty-four lakhs of Rupees, lands and revenues, to be made over immediately.

The Districts of Bailapoor, Autgong, and Culleaun, and all the territories possessed by His Highness Rao Pundit Purdhan Bahauder situated to the north of those districts as far as Guzerat, and lying between the Ghauts of the Syadree mountains and the sea.

All the rights and territories possessed by His Highness Rao Pundit Purdhan Behauder in Guzerat, with the exception of Ahmedabad, Oolpar, and the annual payment due by the Guickwar.

The tribute of Kattiwar is estimated, after deducting the expense of collections, at four lakhs of Rupees.

The territories of Darwar and Koosigul.

The above territories are to be made over immediately. The necessary expenses of the management of the said districts are then to be ascertained and deducted from the gross revenue. The remaining revenue is to form part of the thirty-four lakhs stipulated for in the seventh Article, and the territory required to complete that amount is to be ceded in the Carnatic in such situations as may be most convenient to the Honorable East India Company's Government, with a view to the preservation of a distinct boundary line.

Whatever collections may have been made by the Officers of His Highness Rao Pundit Purdhan Behauder from the districts to be made over immediately, or from those to be hereafter assigned in the Carnatic subsequent to the commencement of the present Hindoo year, answering to the 5th of June 1817, are to be repaid to the Officers of the Honorable East India Company, agreeably to the ninth Article of the Treaty.

For the purpose of ascertaining the amount of the revenue of the territories now made over, it is agreed that the regular accounts for the last twenty years shall be produced from the records of His Highness Rao Pundit Purdhan's Government, within the period of five days.

Peishwa's
Seal.

(Peishwa's Signature.)

Governor-
General's
small Seal.

(Sd.)	HASTINGS.
"	N. B. EDMONSTONE.
"	A. SETON.
"	G. DOWDESWELL.

By the Governor-General in Council, this 5th day of July 1817.

(Sd.) J. ADAMS,
Acting Chief Secretary to Government.

Paper presented by the Resident at Poona to the Peishwa's Ministers on the 6th of July 1812, and accepted by His Highness on the 7th.

First.—His Highness the Peishwa will take no notice of past injuries, and will advance no pecuniary claims without the consent of the British Government.

Second.—The jaghiredars to retain possession of their serinjaumy lands as long as they serve His Highness the Peishwa with fidelity.

Third.—All lands and revenues which have been usurped, *i.e.*, enjoyed without Sunnuds, by the jaghiredars, to be restored to His Highness the Peishwa.

Fourth.—The jaghiredars to serve His Highness the Peishwa according to their Tynaut Zaubitas, and to attend with their contingents when summoned by His Highness. The Peishwa will not give any promise to the jaghiredars that shall limit his ancient right to summon them when he pleases and retain them as long as he thinks fit, but he promises the British Government to employ them when the affairs of his Government require it, and to dismiss them according to the ancient usage by the advice of the British Government when their services are not required. His Highness also engages to treat the jaghiredars with the consideration to which they are entitled by former practice.

Fifth.—The British Government charges itself with the fulfilment of the conditions contained in the four Articles above written. If the jaghiredars shall not accept them, the English Government will enforce them by fair means or by force if necessary, and if they should finally reject them, the British Government will unite with the Peishwa in resuming their lands for His Highness. Should the jaghiredars give their consent to these engagements at present, but hereafter refuse to comply with them, the British Government will join with the Peishwa in punishing them.

Sixth.—The Peishwa's Government will not depart from any of the engagements into which the British Government may enter in conformity to the preceding Articles, nor is any other authority to interfere with the British Government in the present negotiation.

Peishwa's
Seal.

(Peishwa's Signature.)

Governor-Ge-
neral's small
Seal.

(Sd.) HASTINGS.
N. B. EDMONSTONE.
,, A. SETON.
,, G. DOWDESWELL.

By the Governor-General in Council, the 5th day of July 1817.

(Sd.) J. ADAMS,
Acting Chief Secretary to Government.

No. XVI.

PROPOSITIONS TO BAJEE RAO.

Dated 1st June 1818.

First.—That he shall resign for himself and successors all right, title, and claim over the Government of Poona or to any sovereign power whatever.

Second.—That Bajee Rao shall immediately come with his family and a small number of his adherents and attendants to the camp of Brigadier-General Malcolm, where he shall be received with honor and respect, and escorted safe to the city of Benares, or any other sacred place in Hindostan, that the Governor-General may, at his request, fix for his residence.

Third.—On account of the peace of the Deccan, and the advanced state of the season, Bajee Rao must proceed to Hindostan without one day's delay, but Brigadier-General Malcolm engages that any part of his family that may be left behind shall be sent to him as early as possible, and every facility given to render their journey speedy and convenient.

Fourth.—That Bajee Rao shall, on his voluntarily agreeing to this arrangement, receive a liberal pension from the Company's Government for the support of himself and family. The amount of his pension will be fixed by the Governor-General. Brigadier-General Malcolm takes upon himself to engage that it shall not be less than eight lakhs of Rupees per annum.

Fifth.—If Bajee Rao, by a complete and ready fulfilment of this Agreement, shows that he reposes entire confidence in the British Government, his requests in favor of principal jaghiredars and old adherents, who have been ruined by their attachment to him, will meet with liberal attention; his representations also in favor of Brahmins of venerable character, and of religious establishments founded or supported by his family, will be treated with regard.

Sixth.—The above propositions must not only be accepted by Bajee Rao, but he must personally come into Brigadier-General Malcolm's camp within twenty-four hours of this period, or else hostilities will be recommenced, and no further negociation will be entered into with him.

(True copy.)

(Sd.) A. MACDONALD,

Assistant.

II.—BARODA AGENCY.

1. BARODA.

The Gaekwar.—One of the most distinguished among the first Mahratta leaders was Khandi Rao Dabhare, who maintained his followers in Gujarat and Kathiawar, from which provinces he exacted tribute. In the struggle for supremacy in the Mahratta confederacy, he supported the cause of Shahuji, and was raised by him to the rank of Senapati or Commander-in-Chief. One of his officers, Damaji Gaekwar, who stood high in his estimation, was on his recommendation appointed second in command. Khandi Rao and Damaji Gaekwar died within a few months of each other in 1721, and were succeeded in office, the former by his son Trimbak Rao Dabhare, and the latter by his nephew Pilaji Gaekwar.

In 1729 the Peshwa Baji Rao obtained from Sarbuland Khan, the Mughal Deputy in Gujarat, a cession of the chaauth and other dues of that province, and, among other conditions of the grant, engaged to prevent Mahratta subjects from taking part with disturbers of the peace. This condition was chiefly aimed at Trimbak Rao Dabhare and Pilaji Gaekwar, who considered it to be an encroachment on their rights. Trimbak Rao therefore entered into negotiations with other Mahratta leaders in Gujarat to oppose the Peshwa's claims. But he was defeated and slain in battle in 1731; and the Peshwa's rights in Gujarat were thus established. Yeshwant Rao, the infant son of Trimbak Rao, was appointed to the rank of Senapati, and Pilaji Gaekwar was confirmed in his former post with the title of Sena Khas Khel. It was agreed that the Peshwa and Senapati should not interfere with each other's possessions, and that Yeshwant Rao should have the entire management of Gujarat, paying half the revenue to the Peshwa, and accounting for all contributions levied from countries not mentioned in the deeds of cession given by Sarbuland Khan to the Peshwa. The cession of the chaauth by Sarbuland Khan, however, was disallowed by the Emperor of Delhi. Sarbuland Khan was removed from office, and superseded by Abhai Singh, Raja of Jodhpur, by one of whose emissaries Pilaji Gaekwar was murdered.

Damaji Gaekwar, son of Pilaji, avenged his father's murder, and succeeded in wresting the whole of Gujarat from the Mughals. Yeshwant Rao, when he came of age, proved quite incompetent for his post, and the Dabhare family gave place to the Gaekwars. Damaji Gaekwar supported Tara Bai in an

effort she made to free her grandson, the Raja of Satara, from the thralldom of the Peshwa Balaji Baji Rao; but he was treacherously seized by the Peshwa, and was not released till he agreed* to pay to the Peshwa 15 lakhs of rupees as arrears of tribute from Gujarat, and to share equally all his possessions and future conquests. In the following year the Peshwa obtained a partition† of Damaji Gaekwar's conquests in Kathiawar, and the Gaekwar agreed to assist the Peshwa with troops when necessary. Thereafter the armies of Damaji Gaekwar and of the Peshwa under Raghuba proceeded to the joint conquest of Gujarat. In 1755 the Mughal Government in Ahmadabad was entirely subverted, and the town and country were shared between the Peshwa and the Gaekwar. Damaji Gaekwar was a supporter of Raghuba in his rebellion against Madho Rao, and furnished him with troops under his son Govind Rao. But in this war Damaji was defeated, and punished by the imposition of an annual tribute of Rupees 5,25,000, and annual service with 3,000 horse during peace and 4,000 during war. He also agreed to pay Rupees 2,54,000 for certain districts which the Peshwa promised to restore to him, making his tribute in all Rupees 7,79,000. He left four sons, Sayaji, his eldest son, by his second wife; Govind Rao, his second son, by his first wife; and Manaji and Fateh Singh by his third wife. Govind Rao was at Poona at the time of his father's death, and by the payment of a large nazar to the Peshwa Madho Rao, and by agreeing‡ to the arrangements which had been concluded with Damaji three years before, he procured his recognition as successor to his father's rank of Sena Khas Khel. But Fateh Singh urged the superior claim of Sayaji, the eldest son, who was an idiot; and the Peshwa, whose object was to divide the family and thereby reduce the Gaekwar's power, subsequently admitted§ Sayaji's right, thus making the brothers Govind Rao and Fateh Singh implacable enemies. To strengthen his position Fateh Singh made overtures for an alliance with the British Government in 1772, but his proposal was rejected. In January 1773, however, an Agreement (No. XVII) was made with him. This provided that the Gaekwar's share of the revenues of Broach, which place the British Government had taken by assault on the 18th November 1772, was to remain on the same footing as under the government of the Nawab of Broach.

After the murder of Narayan Rao, the Peshwa Raghuba again recognised the claim of Govind Rao. Therefore, when Raghuba fled to Gujarat before

* Appendix No. 1.

‡ Appendix No. 3.

† Appendix No. 2.

§ Appendix No. 4.

the army of the ministerial party at Poona, who supported the claim of Madho Rao Narayan, the posthumous son of Narayan Rao, to the position of Peshwa, he found an ally in Govind Rao, and an enemy in Fateh Singh. When the Bombay force joined the army of Raghuba, an unsuccessful attempt was made to detach Fateh Singh from the cause of the ministerial party. But after some successes had been gained by the British troops in Gujarat, a Treaty (No. XVIII) was mediated between Fateh Singh and Raghuba, by which it was agreed that the former should furnish troops and money to Raghuba, who should provide Govind Rao with a jagir in the Deccan, and that the British Government, as guarantors of the treaty, should receive the Gaekwar's share of the revenues of Broach and several villages in perpetuity. This treaty was abrogated by the orders of the Bengal Government, which dissolved the connection with Raghuba. Then followed the treaty* of Purandhar, concluded by Colonel Upton with the ministerial party at Poona; one of the provisions of which was that the cessions made by Fateh Singh should be restored to him if it could be proved that he had no authority to make them without the previous consent of the Peshwa's government. The object of this on the part of the ministerial party was to induce Fateh Singh to acknowledge his dependence on the Poona Court; and in February 1778 he was recognised† as Sena Khas Khel on his paying up his arrears of tribute.

After the convention of Wargaoon, it was proposed to reduce the Mahratta power by concluding a treaty with the Gaekwar family, to acknowledge their independence of the Peshwa, and by conquering for the British Government the Peshwa's share in Gujarat. General Goddard having gained some successes in the campaign in Gujarat, concluded a treaty of offensive and defensive alliance (No. XIX) on these principles with Fateh Singh on the 26th January 1780. Fateh Singh was to receive the Peshwa's territory north of the Mahi river, to cede his districts south of the Tapti, the revenues of Broach and villages adjacent, and the district of Sinor on the Narbada, to be relieved from payment of tribute to the Peshwa during the war, and to send 3,000 horse to join the British army. The terms of this treaty were generally approved by the Supreme Government; but some objections were taken to the wording of it. The seal of Government and the signatures of the Members of Council were therefore affixed by way of ratification to an amended version, copies of which were sent to the Bombay Government to be exchanged with

* See page 28.

† Appendix No. 5.

Fateh Sing. The alterations made, however, were never communicated to him. The question whether, under these circumstances, either of the versions of the treaty was a binding document is of no practical importance, for by the treaty of Salbai,* which established peace between the British Government and the Peshwa in 1782, the territories of the Gaekwar were placed on the footing on which they had stood before the war, and Fateh Singh was required to pay tribute to the Peshwa as formerly, but was exempted from all retrospective † claims.

Fateh Singh Gaekwar died on the 21st December 1789. His brother Manaji immediately assumed charge of the government for his brother Sayaji, and was recognised by the Peshwa on payment of a large nazar. The claims of Govind Rao, however, were supported by Madhoji Sindhia. To strengthen his power, Manaji applied for the protection of the British Government under the treaty of 1780, but interference was declined on the ground that that treaty had been superseded by the treaty of Salbai. The family quarrel was terminated by the death of Manaji on the 1st August 1793, and the succession of Govind Rao, who was required to pay large sums‡ to the Peshwa, and to sign an agreement ceding the Gaekwar's districts south of the Tapti and his share of the customs of Surat to the Peshwa. But this cession was afterwards relinquished by the Peshwa, the British Government having objected to it as a dismemberment of the Gaekwar's territory, contrary to the provisions of the treaty of Salbai.

Aba Shelukar, the Peshwa's Deputy in Gujarat, excited the enmity of Govind Rao by levying contributions in the Gaekwar's villages. This led to hostilities, to which the Gaekwar was further incited by Baji Rao, as Aba Shelukar was one of the supporters of the minister Nana Farnavis. The quarrel was materially affected by the intervention of the British Government. On the death of the Nawab of Surat in 1799, the British Government endeavoured to obtain the cession of the Gaekwar's share of the chauth of Surat and the surrounding districts. To this the Gaekwar consented conditionally on the Peshwa's sanction being obtained, and in the hope of securing assistance against Aba Shelukar. The request for aid was evaded, but in the meantime Aba Shelukar was made prisoner by Govind Rao, and in October 1800 the Peshwa leased to the Gaekwar his share in the Gujarat revenues for five years at the rate of five lakhs a year.

* See page 41.

† Appendix No. 6.

‡ Appendix No. 7.

In September of that year Govind Rao died, and his eldest son Anand Rao was acknowledged as his successor. He was of weak intellect, and the powers of the State were usurped by his illegitimate half-brother Kanhoji Rao. The usurper, however, was deposed by a party headed by Raoji Appaji, the minister of Govind Rao, supported by Babaji, his brother. But the cause of Kanhoji was espoused by Malhar Rao, the cousin of Govind Rao, whose father had been a supporter of Govind Rao in his struggles with Fateh Singh, and who was dissatisfied with the treatment he had received from Govind Rao after the accession of the latter to power. The struggle was ended by Raoji Appaji throwing himself on the protection of the British Government, and agreeing, on the 15th March 1802 (No. XX), to receive a subsidiary force from the Bombay Government, and to cede the chauth of Surat and the pargana of Chorasi, on condition of being supported against Malhar Rao. After a short campaign Malhar Rao surrendered, and was allowed for his support Rupees 1,25,000 a year. Both Malhar Rao and Kanhoji subsequently more than once rebelled. The latter was eventually removed to Madras in 1812, in consequence of his having conspired with the Jam of Nawanagar to secure his own elevation to the Baroda State and to destroy the British ascendancy in Gujarat. Malhar Rao died a prisoner at Bombay.

The convention of the 15th March 1802 was reduced to a formal Treaty (No. XXI), confirmed by the Gaekwar in a separate written agreement on the 29th July 1802. To this treaty was added a private engagement with Raoji Appaji, guaranteeing to him permanently the post of Minister and extending the protection of the British Government to him, his son, brothers, nephews, relations and friends. By the 14th article of the treaty of Bassein,* the treaty with the Gaekwar was recognised and acknowledged by the Peshwa.

The convention of the 15th March 1802 contained a stipulation, which was confirmed by subsequent engagements, that the British Government should assist the Gaekwar in reducing his Arab mercenaries.† These troops had

* See page 53.

† The engagements of 1802 gave the British Government an almost unlimited power of interference in the internal government of the Baroda State. When these engagements were concluded, there was really no government in Baroda. The power of Anand Rao was defied by Kanhoji and Malhar Rao, while his person was seized by the Arab troops, who, although few in number, occupied all the important military posts, and with whom intrigues were kept up for the establishment of Kanhoji in power. Negotiations were opened with these mercenaries, who were offered full arrears of pay and liberal treatment on condition of their removing from Gujarat. They refused; and in consequence the town of Baroda, which was occupied by them, was invested by a British force. The Arabs at last capitulated and agreed to withdraw on condition of receiving the arrears due to them, and of the guarantee of the British Government being substituted for

become all-powerful in his territories and even kept the Gaekwar in arrest. They cost the State about Rupees 3,00,000 a year, but the Gaekwar was powerless to discharge them, as he owed them arrears of pay amounting to about Rupees 20,00,000, and the current revenues of the year were mortgaged. The money was advanced to the Gaekwar by the British Government on territorial security. The reduction of the mercenary troops was not effected without bloodshed. After this the Gaekwar ceded (No. XXII) districts yielding Rupees 7,80,000 for the support of the subsidiary force. The above engagements were all consolidated in the Treaty of the 21st April 1805 (No. XXIII), by which also the subsidiary force was increased; territories yielding Rupees 11,70,000 were ceded for its support; lands yielding Rupees 12,95,000 were assigned for the payment of the Gaekwar's debts to the British Government, which amounted to Rupees 41,38,732; the Gaekwar bound himself to submit his pecuniary disputes with the Peshwa to the arbitration of the British Government; and generally his relations with the British Government were defined. The ceded districts were found not to yield a revenue equal to the cost of the subsidiary force, and therefore, on the 18th June 1807, the Gaekwar ceded (No. XXIV) additional territories yielding Rupees 1,76,168. In 1812 a proposal was put forward by the Bombay Government to restore to the Gaekwar, in consideration of a payment of upwards of a crore of Rupees, the territories ceded for the subsidy, and to farm to him the districts acquired under the treaty of Bassein, the engagements regarding the subsidiary force remaining otherwise

that of the Arabs wherever it had been granted either to persons or property. In Gujarat, at that time, no important engagement of any kind was ever made without a guarantee or security, and the Jamadars of the Arabs had in many cases not only become security to bankers for the payment of loans made by them to the Gaekwar, but had guaranteed their persons from molestation and oppression. To some extent the guarantee system was a power vested by the ruler in his subjects, enabling them to control him in the event of his deviating from his engagements. When the Arabs were discharged, they were released from these engagements, to which the seal of the British Government was attached as a guarantee. The British Government also committed themselves to other guarantees for loans advanced to enable the Gaekwar to discharge the Arabs and for other purposes, and to pledges to ministers and other officials, who really exercised the civil power, and who stipulated for protection to themselves and their descendants before they would commit themselves to the policy of the British Government.

These guarantees were considered at the time they were granted to be of much advantage in securing British influence at Baroda, at the same time that they established the Gaekwar's credit; and so long as the British Government continued to exercise a close control over the affairs of the Gaekwar, no inconvenience was felt from them. But after 1820, when the Gaekwar was vested with the full government of his State, the guarantees proved a source of much irritation. A particular account of them here would be out of place. Full information on the subject will be found in the Parliamentary Blue Book of 5th August 1863. Of late years it has been the policy of the British Government to withdraw from the guarantees, so far as it can do so with good faith. With exception of four guarantees, which have been declared to be perpetual, all have either lapsed, or been forfeited by misconduct, or declared to hold good only for the lives of the parties.

intact. The proposal did not, however, meet with the sanction of the Supreme Government.

The Peshwa's claims against the Gaekwar for the tribute of Kathiawar and the farm of Ahmadabad, which, after the expiry of the five years' lease, had been renewed* in 1804 for ten years, at the rate of Rupees 4,50,000 a year, through the mediation and under the guarantee of the British Government, were met by counter-claims on the part of the Gaekwar for the revenues of Broach, which the Peshwa had, without his consent, ceded to the British, and for the pay of extraordinary troops kept up for the defence of the Peshwa's possessions in Gujarat. Renewal of the lease, which expired in 1814, was refused, and Trimbakji Anglia, the favourite creature of Baji Rao, directed the Kathiawar Chiefs not to pay to the Gaekwar the Peshwa's share of the tribute. To adjust these disputes, Gangadhar Shastri, the Gaekwar's minister, was deputed to Poona under the guarantee of the British Government for his safety, but was basely assassinated by Trimbakji Anglia. By the treaty† which he was required to sign on the 13th June 1817, in consequence of this outrage, the Peshwa was obliged to renounce all future claims against the Gaekwar, and to compromise past claims for an annual sum of four lakhs of rupees, a payment from which the Gaekwar was released on the overthrow of the Peshwa. As the result of this arrangement, a new Treaty (No. XXV) was concluded on the 6th November 1817 with Fateh Singh, the Regent, on behalf of Anand Rao Gaekwar. The chief provisions of this treaty were an increase of the subsidiary force; the cession to the British Government of all rights which the Gaekwar had acquired by the farm of the Peshwa's territories in Gujarat; the consolidation of the territories of the British Government and the Gaekwar in Gujarat by exchange of certain districts; the co-operation of the Gaekwar's troops with those of the British Government in time of war; and the mutual surrender of criminals.

Anand Rao Gaekwar died on the 2nd October 1819, and was succeeded by his brother Sayaji Rao, who during the two preceding years had been Regent, to the exclusion of his two legitimate sons, Balwant Rao and Pilaji Rao, by a Rajput wife. On his accession Government resolved (No. XXVI) to withdraw from the minute interference which it had hitherto exercised in the affairs of the Baroda State, provided that the Gaekwar respected the guaranteed allowances of his ministers, and his agreements with his tributaries

* Appendix No. 8.

† See page 65.

and bankers. One of the conditions on which the Arab mercenaries had taken their discharge in 1803 was that the guarantee of the British Government should be substituted for the guarantees which had been given by the Arabs to several Baroda bankers, promising them security from molestation and the payment of loans advanced by them to the State. Besides these, the British Government guaranteed the payment of several other loans, which had been raised at different times to relieve the Gaekwar's embarrassments. In 1820 the whole debts of the State amounted to Rupees 1,07,66,297. Loans for the liquidation of this sum were raised from six principal bankers under British guarantee, the Gaekwar engaging to pay them off at the rate of fifteen lakhs per annum. The instalments were very irregularly paid, and in 1825 it was found that the debts had increased. With the consent of the Gaekwar a new arrangement was made under guarantee, by which certain districts were farmed for seven years to pay off the debt. Sayaji Rao, however, violated the leases and showed no disposition to respect the guarantees, and therefore the British Government in 1828 temporarily attached the districts of Petlad, Bahiyal, Kari, Dabhoi, Bahadurpur, Sinor, Amreli, Damnagar, and Shiyanagar, and the tributes of Kathiawar, Mahi Kantha, Rewa Kantha, Rajpipla, Oodeypore, and the tributary Sankhera villages. In 1832, however, after much negotiation, a private settlement was effected between the Gaekwar and the bankers, the guarantees were cancelled, and the districts and tributes were restored to the Gaekwar.

In 1820 a Convention (No. XXVII) was concluded, whereby the Gaekwar agreed to send no troops into Kathiawar and Mahi Kantha without the consent of the British Government, and to make no demand on the zamindars or others residing in those provinces except through the medium of the British Government, who engaged to procure payment of the tribute free of expense to the Gaekwar. In the same year a somewhat similar arrangement was made in behalf of the Mewasis of the Rewa Kantha, who were placed under the control of the British Government.—(See Rewa Kantha.) In 1825 the Gaekwar agreed (No. XXVIII) that his share of any fines levied in Kathiawar, and of any extra revenue over and above the revenue fixed at the perpetual settlement, should be credited to the fund for the suppression of infanticide.* In 1844 Rules (No. XXIX) regulating the levy of dues on vessels driven into his ports in Kathiawar by stress of weather were settled, and they were revised (No. XXX) in 1850.

* See Kathiawar.

By the 8th article of the treaty of 1817 the Gaekwar was bound to maintain a body of 3,000 effective cavalry to co-operate with the subsidiary force. The article gave the British Government no right to the services of this force except when the subsidiary force could be employed; but the practice grew up of holding the cavalry available at all times for police duty in the tributary States. The force was very inefficient, and in 1830 the Gaekwar was called on to render two-thirds of the cavalry fit for service. On his failing to do so lands yielding about Rupees 15,00,000 were sequestered to provide funds for their punctual payment. In 1832, however, the districts were restored on the Gaekwar agreeing (No. XXXI) to deposit Rupees 10,00,000 with the British Government. In the following years Sayaji Rao Gaekwar committed himself to a long course of unfriendly acts against the British Government. These led in 1839 to the sequestration of the district of Petlad, yielding a revenue of Rupees 7,32,000. The deposition of Sayaji Rao and the transfer of the sovereignty to another member of the family were threatened. Part of the revenue of Petlad was appropriated to the maintenance of a body of cavalry organised by the British Government, and called the Gujarat Irregular Horse. In 1840 it was proposed to the Gaekwar to reform his contingent by reducing the strength to 1,500 efficient men. This proposal was not based on the treaty of 1817, which was declared abrogated by the unfriendly conduct of the Gaekwar. The Gaekwar was much opposed to this measure; but at last in 1841, when the causes of dispute were adjusted, an Agreement (No. XXXII) was made with him, which revived the treaty of 1817, provided for a payment of Rupees 3,00,000 for the Gujarat Irregular Horse, for the maintenance of the contingent of 3,000 horse by the Gaekwar, and for its employment in the tributary districts, the Gaekwar being permitted at any time to reduce the number so employed to 1,500 men. On the conclusion of this agreement the district of Petlad was restored, and the Rupees 10,00,000, deposited with the British Government in 1832 were refunded to the Gaekwar. In 1858, as a reward for the services of the Gaekwar during the mutinies, the payment of Rupees 3,00,000 a year for the Gujarat Irregular Horse was remitted (No. XXXIII), but at the same time the permission given to the Gaekwar to reduce the contingent to 1,500 men was cancelled, and the contingent was put on the same footing as that described in the 8th article of the treaty of 1817, with the additional provision that it should do ordinary police duty in the tributary districts. In 1881, shortly before the present Gaekwar came of age, an Agreement (No. XXXIV) was

executed by which the British Government agreed to allow the contingent to be disbanded in consideration of an annual money payment of Rupees 3,75,000. When the Chief was invested with powers of administration he raised sundry objections to the scheme being immediately carried out, and its operation was accordingly postponed till 1885. The police duties in Kathiawar, which had till then been performed by the men of the contingent, are now discharged by local corps specially raised for the purpose. Under the new arrangements now in force the strength of the Gaekwar's cavalry is not to exceed 1,500 regulars and 2,000 irregulars.

In 1867 the Government of India waived their right to have formally submitted for their sanction any appointment which the Gaekwar might wish to make to the post of Diwan of his State. They retained, however, the right to veto any nomination of which they might disapprove.

For many years there was a controversy as to the respective rights of the British Government and the Gaekwar to 46 villages in the Wajpur Taraf, a tract in Khandesh. These villages were in the possession of the Peshwa from 1750 to the downfall of the Mahratta power in 1817. During the earlier years of British rule the claim of the British Government as successor to the Peshwa was preserved, but the Gaekwar, who held some villages in this district in rightful possession, gradually encroached on the British villages, which had for some years yielded no revenue; and when in 1848 the question attracted attention and a claim was put forward by the British Government, the Gaekwar had been in undisturbed possession of the villages for twenty-one years. The question remained in abeyance until 1869, when, in consideration of the long possession of the Gaekwar, the British Government waived its right.

Certain claims to levy customs duties and abkari as well as to exercise jurisdiction within the tract called the Dangs were preferred by the Gaekwar, but rejected by the Government of India in 1884. Some villages were claimed as belonging wholly to one party or the other, and others were claimed as co-shared. The boundary also had never been properly demarcated. A special officer was appointed to this duty in 1886 who settled all disputes connected with the Dangs, besides laying down the boundary.

On the 19th December 1847 Sayaji Rao Gaekwar died, and was succeeded by his eldest son Ganpat Rao. He died without male issue on the 19th November 1856, and was succeeded, on the 12th December, by his brother Khandi Rao.

Khandi Rao was granted the right of adoption (No. XXXV) in 1862, and was afterwards made a Knight Grand Commander of the Most Exalted Order of the Star of India. He died in November 1870 without male issue, though the accouchement of his younger wife was expected. The heir-apparent under these circumstances was his younger brother Malhar Rao, who had been accused in 1863 of being concerned in a conspiracy to compass the death of his brother, and had been in consequence confined as a State prisoner at Padra in Baroda territory. Malhar Rao, having acknowledged in writing that a posthumous son if born would be the undoubted heir to the gadi, was recognised as Regent during the interregnum and eventually as Gaekwar on the birth of Khandi Rao's posthumous daughter. The last six years of Khandi Rao's rule had been marked by serious deterioration in the administration of Baroda, which attracted on several occasions the severe animadversion of the Bombay Government.

Under Malhar Rao's rule the mal-administration of the State increased, till in 1873 the active interference of the British Government became unavoidable. A Commission was appointed for the purpose of making the necessary enquiries; and its report in March 1874 established so serious an amount of general misgovernment in Baroda that the Gaekwar was warned that, unless within a given time he effected essential reforms, the nature and extent of which were fully explained to him, he would be removed from the exercise of power, and such other arrangements consistent with the maintenance of the integrity of the Baroda State would be made as might be required to secure a satisfactory administration.

In May 1874 Malhar Rao solemnised his marriage with his mistress Lakshmi Bai. In consequence of doubts as to the propriety of this marriage, the Resident was directed not to attend the ceremony. By the tone of his communications to the Resident on this subject, the Gaekwar incurred the grave displeasure of the Bombay Government. Five months after the marriage a son was born, but the Resident did not participate in the ceremonies usually performed at the birth of a legal heir, and the course of events subsequently made it unnecessary for the Government of India to pronounce upon the validity of the marriage. Added to these causes of dissatisfaction with the conduct of the Gaekwar was his treatment of his brother's youngest widow Jamna Bai, whom he confined to the palace till her life was endangered, and did not release till he was warned that he would be held responsible if she suffered any further injury. In the meantime the Gaekwar's marriage with

Lakshmi Bai had aggravated the serious differences between him and his nobles, which had been commented on in the report of the Commission; the pay of the military classes was greatly in arrear; the Sindhis and Arabs in his service were fast getting beyond control; and there seemed to be every prospect of a rebellion. In short, no progress had been made in improving the administration, notwithstanding the Gaekwar's promises to reform.

In November 1874 the Government of India appointed a special officer, Sir Lewis Pelly, to replace Colonel Phayre, the Resident at Baroda, whose personal relations with the Gaekwar were not altogether satisfactory, and to afford the Gaekwar every possible aid in reforming his administration. Colonel Phayre had reported an attempt to poison him, and his successor, Sir Lewis Pelly, was instructed to investigate the case. Evidence was brought to light which tended not only to substantiate the commission of the attempt, but to throw suspicion on the Gaekwar himself. An enquiry was deemed essential, but, having regard to the antecedents of the Gaekwar and the discredit thrown on his character by the report of the Commission, and to the weight of the evidence brought to light, the Government of India were of opinion that the enquiry would be conducted under disadvantages if Malhar Rao remained in the position of Gaekwar, and that it would be improper to continue friendly communications with him pending the investigation. It was therefore determined to suspend Malhar Rao from power, and to assume on behalf of the British Government the administration of the State pending the result of the enquiry. Troops were accordingly sent to Baroda, Malhar Rao was arrested, and a Proclamation (No. XXXVI) was issued announcing his suspension and the institution of the enquiry. It was announced at the same time that, whatever the results of the enquiry might be, a Native administration would be re-established at Baroda. The charges against Malhar Rao of instigating the attempt to poison Colonel Phayre, of holding secret communications with certain Residency servants, and of giving them bribes for improper purposes, were investigated by a Commission composed of the Chief Justice of Bengal as President, and Sir Richard Meade, Mr. P. S. Melvill, Maharaja Sindhia, the Maharaja of Jaipur and Sir Dinkar Rao as members. The European members considered the charges proved. Sindhia and Sir Dinkar Rao found the graver imputations not proved, while the Maharaja of Jaipur thought that Malhar Rao was not implicated in any of the charges.

Meanwhile, independently of the enquiry into the attempt to poison Colonel Phayre, much additional proof of Malhar Rao's unfitness for power

had been accumulated. As the Commissioners were divided in opinion, the final decision of Her Majesty's Government was not based upon the report of the Commission, nor did it assume that the result of the enquiry had been to prove the truth of the imputations against the Gaekwar ; but, having regard to all the circumstances relating to the affairs of Baroda from the date of Malhar Rao's accession to power, to his notorious misconduct, his gross misgovernment of the State, and his evident incapacity to carry into effect the necessary reforms, it was resolved that Malhar Rao should be deposed from the position of Gaekwar, and that he and his issue should be precluded from all rights, honours and privileges appertaining thereto.

A Proclamation (No. XXXVII) to this effect was issued on the 19th April 1875, and Malhar Rao was deported to Madras. He died there in 1882 without male issue, his son by Lakshmi Bai having predeceased him in 1880. His widows, Mahalsa Bai and Lakshmi Bai, returned to Baroda territory, where they are now residing under the protection of the Baroda Darbar.

The British Government of India, being desirous to mark their sense of the loyal services of Khandi Rao Gaekwar in 1857, acceded to the request of his widow Jamna Bai that she might be allowed to adopt some member of the Gaekwar family, who might be selected as the most suitable person upon whom to confer the Baroda State. Her choice fell upon Gopal Rao, a descendant of Partab Rao, son of Pilaji Gaekwar ; and he was installed as Gaekwar of Baroda, on the 27th May 1875, under the name of Sayaji Rao. His Highness has received the title of Farzand-i-Khas-i-Daulat-i-Inglishia, and in 1887 was appointed a Knight Grand Commander of the Order of the Star of India. Her Highness the Maharani Jamna Bai, widow of Khandi Rao, was invested with the Order of the Crown of India in 1878.

Sir Madhava Rao, then serving at Indore, was appointed Diwan of Baroda under the new administration ; which he brought into an efficient state. On the 28th December 1881, His Highness was formally invested with full powers of government, being then in his 19th year. Sir Madhava Rao continued to hold the position of Diwan till 1883, when he resigned. The Gaekwar with the approval of the Government of India appointed Khan Bahadur Kazi Shahab-ud-din, C.I.E., to fill the vacancy. He was replaced in 1886 by Rao Bahadur Lakshman Jagannath. Since the year 1874 political control over the Baroda State has been retained by the Government of India, and is exercised through the Agent to the Governor-General.

There has been much correspondence regarding extradition with the Baroda State. In 1891 the Bombay Government issued detailed instructions on the subject. Generally, it may be said that the provisions of the Extradition Act and rules thereunder are followed on both sides as far as possible.

In 1878 a British officer was appointed, in subordination to the Agent to the Governor-General, to settle, finally and judicially, under rules sanctioned by the Government of India, the different rights and interests, guaranteed and unguaranteed, appertaining to those inhabitants of Rewa Kantha, Mahi Kantha and elsewhere, who had claims to Giras or Wanta in the territories under the direct administration of the Gaekwar. This step was rendered necessary by the action of Maharaja Khandi Rao, who in 1862 attached all such Tora Giras and many such Wanta rights; the large majority of which had been enjoyed by virtue of the settlements effected between the Gaekwar and the Chiefs and zamindars of the Mahi Kantha (Nos. XXVII and CXX) and of the Rewa Kantha (No. CLIV). There were also some similar claims for consideration which had not been guaranteed, directly or indirectly, by the British Government. All these had in consequence of the attachment fallen into arrears, and the whole subject had become involved in great confusion. The work of adjudication was finally completed in March 1884, by which time 6,765 cases (Giras 4,113, Wanta 2,652) had been decided. The special officer, however, had to be re-appointed to decide the question of guarantee as it affected the Bhayad of the Mahi Kantha tributaries. This work was concluded in 1889-90; and the British Girasia agent was removed on the express condition that his appointment would be revived if necessity should arise.

In the same year a British officer was appointed as Boundary Commissioner for the settlement of any disputes entrusted to him between Baroda and her neighbours. A code of rules was drawn up for such settlement with the approval of the Government of India.

In 1887 the Gaekwar abolished all transit dues in his territory, an act of liberality for which he received the thanks of the Viceroy.

In 1885 the Baroda system of administering the abkari or country liquor revenue came under the consideration of the Government of India. It was found that under the existing system considerable loss was occasioned to the British excise revenue by the importation of illicit spirit from the Gaekwar's territories, and drunkenness was encouraged, and affrays between smugglers and the preventive police were of frequent occurrence. The Darbar was

addressed upon the subject, and after considerable delay a settlement in principle of most of the matters under discussion was arrived at. Its terms are embodied in a Memorandum of Agreement (No. XXXVIII) drawn up by the Bombay Commissioner of Customs and the Diwan of Baroda. Details were subsequently worked out by a joint Commission. The point which has recently been considered is the assimilation of selling prices in Baroda to those obtaining in adjacent British districts.

In 1820 Sayaji Rao Gaekwar entered into a Convention (No. XXXIX) regulating the sale of opium in his territories: its export had been previously prohibited except on the payment of duty at the rate of Rupees 12 per seer. Some of the provisions of this convention were, however, gradually allowed to fall more or less into abeyance, and it became necessary to put the opium arrangements with Baroda on a more satisfactory footing. After a good deal of discussion a settlement was arrived at in 1878. Its provisions will be found in detail in a letter (No. XL) from Sir Madhava Rao, the then Diwan, whose proposals were, with some slight modifications, accepted as satisfactory. They may be summarised as involving the adoption by Baroda of the Bengal system. The most notable departure from the spirit of the original convention of 1820 was that the Baroda State was permitted to manufacture opium for exportation to China on certain conditions.

In 1856 the Gaekwar ceded in full sovereignty (No. XLI) to the British Government the lands required for the construction of the Bombay, Baroda and Central India Railway, subject to the condition that his revenue should not suffer by the loss of transit duties. The question of compensation for such losses was discussed for some time; but eventually the Darbar found it impossible to estimate the loss, and abandoned all claims on that account. The ceded lands are British territory, and have been attached partly to the Surat and partly to the Kaira district of the Bombay Presidency by the Local Government's Acts I of 1862 and III of 1863. The Cantonment Magistrate at Baroda exercises magisterial powers over these lands in subordination to the District Magistrates of Surat and Kaira.

In 1877 the Baroda Darbar transferred (No. XLII), with full jurisdiction short of sovereign rights, the lands required for the construction of the Rajputana-Malwa Railway, where it runs through the northern division of Baroda.

In 1879 the Baroda Darbar made over (No. XLIII) to the Bhaunagar-Gondal State Railway the lands required for the portion of the line which passes through the Amreli Mahals. Criminal jurisdiction over these lands was

at the same time ceded to the British Government, and it is exercised by British Courts in the Kathiawar Agency. Civil jurisdiction was not ceded. As a tentative measure it was subsequently arranged that the Kathiawar Agency should exercise jurisdiction in civil suits against the States owning the railway when the cause of action might arise in the area of the Baroda lands.

The Gaekwar has also constructed at his own expense lines of railway running through Baroda territory. A commencement was made in 1872, with a line from Miyagam on the Bombay, Baroda and Central India Railway to Dabhoi. Further extensions have since been carried out connecting Dabhoi with Baroda, Chandod, Bahadurpur and Bodeli. In 1886 sanction was given to the connection of Vadnagar in Baroda territory with Mehsana, a station on the Rajputana-Malwa line, and the line has since been extended from Vadnagar to Kheralu; and Pattan is also linked with Mehsana. These lines are constructed and worked by the Bombay, Baroda and Central India Railway Company, under the general superintendence of the Government of Bombay. Jurisdiction over these lines has not been ceded to the British Government, but any British subject convicted by a Baroda court is entitled to make a representation by way of appeal to the Agent to the Governor-General at Baroda; and all railway servants are entitled to British protection. In 1891 the Gaekwar issued orders directing the Baroda Courts exercising jurisdiction over Baroda State Railways to follow as far as possible the Indian Railway Act and rules in dealing with both railway offences and the rights and obligations of the railway administration. The Darbar also framed special rules to regulate the working of the police on the Baroda State Railways. The Gaekwar also agreed (No. XLIV) to bear the entire cost of a railway from Mehsana to Viramgam in the Ahmadabad district, and granted to the British Government full jurisdiction over the lands occupied by the railway in Baroda territory. For the purposes of the exercise of this jurisdiction the lands were declared by the Governor-General in Council to be subject to the laws and Courts of the Viramgam taluka.

The British Government has the right of controlling salt-works and the opening of new ports in the Gaekwar's territories, as also the right to wreck-age on the Baroda shores. In 1887 His Highness entered into an Agreement (No. XLV) putting the salt arrangements in his Kathiawar possessions on much the same footing as obtains in the other States of that province.

The area of the Gaekwar's territory is 8,569 square miles, the revenue in 1890-91 was Government Rupees 1,33,50,900, and the population (according to

the census of 1891) is 2,415,396. The Military force of the State consists (1891) of 43 field and 4 other guns with 93 artillerymen, 1,500 cavalry, and 3,182 infantry. Besides the regular force there are 2,031 irregular cavalry and 1,806 infantry. In addition a body of police consisting of 564 mounted and 4,458 foot is maintained. The Gaekwar receives a salute of 21 guns.

The Chiefs of Okhamandal.—The district of Okhamandal in the extreme west of Kathiawar is occupied by Wadhil Rajputs, and Waghers who are a mixed race of Muhammadans and Hindus. The first intercourse of the British Government with these tribes was occasioned by their notorious piracy. They lived chiefly on piracy and on the offerings of the numerous pilgrims attracted to the celebrated shrines of Beyt and Dwarka. The superstitious reverence attaching to these temples prevented neighbouring States from punishing the tribes. When Colonel Walker entered Kathiawar in 1807, he was instructed to negotiate agreements with the Chiefs of Okhamandal with a view to the suppression of piracy on both British ships and the ships of Native States. The Chiefs with whom Engagements (No. XLVI) were concluded were the Chiefs of Beyt, Aramra, Dwarka, Dhangi and Poshitra. The Chiefs of Beyt and Aramra were also required to pay Rupees 1,10,000 as compensation for injuries occasioned by their piracies.

The repeated violations of these engagements and the renewed piracies committed by the Chiefs compelled the British Government to take possession of the country. Okhamandal was conquered in 1816 and was ceded in full sovereignty by the British Government to the Gaekwar under the 7th article of the treaty of the 6th November 1817.

The Waghers again frequently resisted the Gaekwar's authority, and in 1859 entered into open rebellion which necessitated the employment of British troops to subdue them. Since then a British officer has been stationed at Dwarka, the head-quarters of the District of Okhamandal. He is an Assistant to the Agent to the Governor-General at Baroda, and has full criminal jurisdiction over Waghers and other cognate tribes. He is also Commandant of the Okhamandal Battalion, which is maintained by the Gaekwar.

Amreli.—The head-quarters of the Gaekwar's possessions in Kathiawar is at Amreli. The troubles which led to the appointment of a British officer to supervise the district of Okhamandal made it also necessary to appoint a similar Assistant at Amreli as the medium of all communications between the officers of the Kathiawar Agency and the Gaekwar's local officials. A

regiment of the Gaekwar's regular troops was cantoned at Dhari, near the Ghir jungles, which are the resort of the lawless characters of Kathiawar. The regiment was placed under the superintendence of a British officer under the Assistant at Amreli.

Mandvi Tora Giras.—The petty State of Mandvi within the limits of the Surat district, which has lapsed to the British Government, used to collect annually from the neighbouring Baroda villages a sum of Broach Rupees 46,500 as Tora Giras. After the lapse of Mandvi to the British Government this right remained dormant for some time, but was revived. The Gaekwar resisted the claim, basing his argument chiefly on the grounds that the levy was an immoral one imposed by a robber chieftain on peaceable villages belonging to Baroda. It was clear, however, that whatever the origin of the levy may have been, it was an asset belonging to the State of Mandvi and not private revenue of the Chief, and that it was in existence long before the Gaekwar's entry into Gujarat. Under these circumstances it was decided that Baroda should pay to the British Government yearly a sum of British Rupees 43,858 on this account *minus* Rupees 16,456 on account of similar payments due to Baroda from the districts of Ahmadabad and Kaira. The arrears due from Baroda up to the year 1865-66 were remitted.

No. XVII.

TREATY with FUTTEH SING, 1773.

Seal of
Futteh Sing.

The
Company's
Seal.

AGREEMENT between WILLIAM ANDREW PRICE, Esq., Chief for affairs of the BRITISH NATION, in behalf of the HONOURABLE UNITED EAST INDIA COMPANY, on the one part, and FUTTEH SING GUIKWAR on the other part.

The town of Baroach, lately belonging to Mahazuz Khan, Nawab, having been conquered by the victorious arms of the Honourable Company, it is stipulated and agreed that everything shall remain on the footing it was at the time of the said conquest; the English and Futteh Sing each receiving their share of the revenues, in the proportions they then stood, both within the town and territory annexed thereto. In this there is not to be any difference. Agreeable to the above everything is to continue.

This is the agreement sealed by both parties, the 12th day of January 1773, or the 18th of Shewwel, in the 1186th year of the Hegira.

No. XVIII.

TRANSLATION of THE TREATY between ROGOONATH ROW PUNDIT PURDAN on one part, and FUTTEH SING and SEVAJEE ROW SHUMSHER BAHADOOR on the other part.

That Sevajee and Futteh Sing Shumsher Bahadoor had disobeyed and joined with the rebels, but now, by the means of Colonel Keatinge, for and in behalf of the Honourable United English Company, have by promising presents accommodated matters with Pundit Purdan. The following are the Articles of their proposals:—

ARTICLE 1.

That Sevajee and Futteh Sing Guikwar Shumsher Bahadoor do hereby agree to pay the sum of eight lakhs of rupees every year to the Sircar.

ARTICLE 2.

That they are, as usual, to attend with a troop of 3,000 good horse and men, which numbers are not to be lessened.

ARTICLE 3.

In Mhado Rao's time they used to pay every year three lakhs of rupees to Govind Rao Guikwar Shumsher Bahadoor, which sum it is settled not to pay him henceforth, and about which Govind Rao is to make no claim against Sevajee and Futteh Sing.

ARTICLE 4.

Conde Rao Guikwar Jumush Bahadoor is to be countenanced on the same footing and agreeable to the assentment made in the time of the late Damajee Rao, deceased.

ARTICLE 5.

That the government and revenues of the pergunnah of Baroach have been ceded to the Honourable Company agreeable to the agreement made between them and Sheremunth Punt Purdan, about which Sevajee and Futteh Sing are not to make any dispute.

ARTICLE 6.

The pergunnahs of Chickly, Veriow near Surat, and Koval near Nerbud-da, and about 15 coss distance from Baroach, which altogether makes three pergunnahs, the Guikwar has ceded to the Honourable Company for ever on account of the peace they made between the Guikwar and Sheremunth Punt Purdan.

ARTICLE 7.

That in the Court of Sheremunth Punt Purdan the Guikwar must pay a due attention to everything that is reasonable without having any communication with the enemies.

ARTICLE 8.

That for the confirmation and compliance of the above Articles the Honourable Company stand security, and should the Guikwar appear any ways false the Honourable Company are not to preserve them.

Ragoba is also to fulfil the above said Articles without any difference.

No. XIX.

TREATY as ratified by the **SUPREME GOVERNMENT** in
1780.

TREATY as originally concluded
and exchanged with **FUTTEH SING** in 1780.

TREATY between the **HONOURABLE ENGLISH EAST INDIA COMPANY** and **FUTTEH SING RAO GUIKWAR SHUMSHER BAHADOOR**, concluded at the village of **CANDEELA**, in the **PERGUNNAH** of **DUBHOY**, January 26th, 1780.

TREATY between the **HONOURABLE ENGLISH EAST INDIA COMPANY** and **FUTTEH SING RAO GUIKWAR SHUMSHER BAHADOOR**, concluded at the village of **CANDEELA**, in the **PERGUNNAH** of **DUBHOY**, January 26th, 1780.

The ministers of the Mahratta State having refused to accept of the reasonable terms of accommodation offered them by Brigadier General Thomas Goddard in the name of the Honourable Governor-General and Council of Fort William, and by their obstinate perseverance in hostile intentions against the English compelled them to take up arms in defence of their own rights and possessions, the Honourable the President and Select Committee of Bombay, with the sanction and approbation of the Honourable Governor-General and Council of Fort William, have appointed and authorized Brigadier General Goddard to settle and conclude a Treaty of lasting peace and alliance betwixt the Honourable the East India Company on one part, and Futteh Sing Rao Guikwar Shumsher Bahadoor, for and in the name of all the Guikwar family, on the other, and the following are the Articles of convention mutually entered into :—

ARTICLE 1.

A Treaty between the Chiefs of the English Company and Futteh

The ministers of the Mahratta State having refused to accept of the reasonable terms of accommodation offered them by Brigadier General Thomas Goddard in the name of the Honourable Governor General and Council of Fort William, and by their obstinate perseverance in hostile intentions against the English compelled them to take up arms in defence of their own rights and possessions, the Honourable the President and Select Committee of Bombay, with the sanction and approbation of the Honourable the Governor General and Council of Fort William, have appointed and authorized Brigadier General Goddard to settle and conclude a Treaty of lasting peace and alliance betwixt the Honourable English East India Company on the one part, and Futteh Sing Rao Guikwar Shumsher Bahadoor, for and in the name of all the Guikwar family on the other, and the following are the Articles of convention mutually entered into :—

ARTICLE 1.

The English and Futteh Sing Rao agree to a league of defensive alliance,

Sing Rao Guikwar Shumsher Bahadoor is concluded under solemn engagements, that the friends of the one shall be the friends of the other, and the enemies of the one the enemies of the other. If any one shall invade the territories of the English it shall be incumbent on Rao Shumsher to punish him, and if any one shall invade the country of the said Rao the Chiefs of the English Company shall use their endeavours to repel him. In this let no deviation happen.

and to protect each other against all foreign enemies whatever.

ARTICLE 2.

Whereas the ministers of Poona have repeatedly violated the Treaty which under the strongest engagements they entered into with the Chiefs of the English Company, and whereas they have committed various acts of hostility towards the English, and having also bound their loins with enmity against Futteh Sing Rao Guikwar Shumsher Bahadoor have greatly oppressed him, wherefore it has become necessary for our mutual honor to check and resent the injuries which have been committed by the ministers of Poona, it is therefore at present agreed that having removed the government of the ministers of Poona from the country of Guzerat, we will conquer and possess ourselves of the whole country of Guzerat and the soubah of Ahmedabad, and make such an arrangement that the ministers shall not be able to receive or collect a single Daum from that country.

ARTICLE 3.

The share of the country of Guzerat belonging to the Guikwar shall be continued and kept entire, and the share of the ministers of

ARTICLE 2.

The ministers of the Mahratta State, by repeated violations of Treaty, as well as their late conduct, having drawn on themselves the just resentment of the English; having also by undue acts of oppression proved themselves the enemies of Futteh Sing; for these reasons and because the most firm and sincere friendship has long subsisted betwixt the Honourable Company and Futteh Sing, the contracting parties mutually agree to enter immediately into an offensive league, excluding the government of Poona from all share of country in the province of Guzerat whatever.

ARTICLE 3.

The English agree to support and defend Futteh Sing in possession of his share of the Guzerat province; and Futteh Sing is to assist and support the

Poona shall be enjoyed by the English Company, and Rao Shumsher Bahadoor shall support and assist the Chiefs of the English Company in taking it and in keeping possession of it, and the Chiefs of the English Company shall not fail to support and assist Rao Shumsher Bahadoor in the defence and maintenance of his share.

ARTICLE 4.

As it is of particular importance to settle the country, and as a Treaty of union is established betwixt Rao Futteh Sing Shumsher Bahadoor and the English, Rao Shumsher Bahadoor engages that he will supply for the present war three thousand horse as usual, and further as many more as he can at the requisition of the Chiefs of the English Company, and will perform all that is incumbent on a conjunction of interests.

ARTICLE 5.

Whereas in the divisions held by the Guikwar and the ministers of Poona respectively, by reason of the double government which exists in the same town, and the vicinity of their villages to one another, disputes and quarrels daily take place, the collection of the revenues of the country is impeded and prejudiced, and the ryots are distressed: the English Chiefs are for these reasons desirous of settling a new partition, so that a Treaty having mutually taken place no differences may arise; and with a view to the interests and welfare of both a portion of country equal to the share held at present by the ministers of Poona, according to the established collections and customary receipts of

English in possessing themselves of, and maintaining the share now held by, the government of Poona.

ARTICLE 4.

In order to accomplish this service, as a firm friendship is now established betwixt the English and Futteh Sing, the latter agrees to join the English with three thousand horse according to custom, and as many more as he can possibly raise, to act in conjunction with them during the present war, whenever they shall call upon him to do so.

ARTICLE 5.

As the present mode of partition betwixt the Poona government and Futteh Sing is attended with great loss and inconvenience from the disputes that must arise from the interference of the officers of each in collecting the revenues of the same places and that lay interspersed with one another, it is agreed upon that a new settlement of the province of Guzerat shall take place for the mutual benefit and convenience of both parties, the express object of which will be an absolute and specific partition of the whole territory betwixt the Honourable East India Company and Futteh Sing, according to the proportion of the revenues now respectively held by him and the Mah-rattas.

revenue, shall, after the conquest of these districts, be given in exchange to the Company. It is intended that there shall not be a Daum difference.

ARTICLE 6.

The city of Ahmedabad, together with the pergunnahs, that is to say, the whole of the country lying on the other side of the river Myhee, which is now possessed by the Poona government, shall be conquered and given to Rao Shumsher Bahadōor, and in exchange for it the pergunnahs of Surat Attaveessee, and the chouth of the city of Surat, shall be allotted to the share of the English Company; whatever difference may arise in the revenue of the respective shares by this exchange shall be adjusted according to the preceding Article.

ARTICLE 7.

Whenever Rao Shumsher Bahadōor shall require troops to conquer the country comprehended under the share of the ministers of Poona and laying on the other side of the river Myhee, they shall be supplied by the English Company.

ARTICLE 8.

After the partition of the country of Guzerat is effected, each party shall have the sole government in the districts allotted to their respective shares, and shall have no dependence on one another except when any enemy shall invade the country of Rao Shumsher Bahadōor, in which case assistance shall be brought by the English Com-

ARTICLE 6.

Ahmedabad and its dependencies, that is to say, the country to the north of the river Myhee, now possessed by the Poona government, to be allotted to Futteh Sing, in lieu of which the English are to be put in possession of the Guikwar division of the country, south of the Taptee, known by the name of Attaveessee, and their share in the revenue of the city of Surat.

ARTICLE 7.

The English will give such assistance of force as Futteh Sing may require to conquer and put him in possession of the Poona share of the country to the north of the Myhee.

ARTICLE 8.

The final partition and settlement of the Guzerat province being made, each party is to have the distinct and sole government and possession of the division allotted to him, and to hold his share independent of and unconnected with the other, except when united for their common defence against a foreign enemy, which they mutually and in the most solemn manner agree to do in case

pany; and if any enemy shall invade the share of country allotted to the English Company, Rao Shumsher Bahadoor shall afford support and assistance: and this partition of the country of Guzerat, which hath with mutual approbation been settled betwixt Rao Shumsher Bahadoor and the English Company, shall perpetually remain and be continued to their respective descendants and successors. In no respect shall it be broken through by either.

ARTICLE 9.

Agreeable to the representation of Rao Futteh Sing Bahadoor the money which he annually sends to Poona must not be sent, he must keep it with himself; whenever any negotiation for peace shall take place with the ministers of Poona, the interest and welfare of Rao Shumsher Bahadoor shall first be discussed. The interests of Rao Shumsher Bahadoor and the interests of the Company are one and the same.

ARTICLE 10.

As the above Article is for the advantage of Rao Futteh Sing Shumsher Bahadoor, he, from the friendship and regard which he bears towards the Chiefs of the English Company, shall make over to the Company the district of Zinnore, together with the villages of Baroach, which are at present in his possession. Whatever difference may arise in the revenue of the respective shares by this exchange shall be adjusted according to the fifth Article.

of such attack being made upon either, and this partition and settlement mutually agreed to is to be binding upon them and their posterity for ever.

ARTICLE 9.

Futteh Sing having requested that the English support him in withholding the annual tribute hitherto paid by him to the Poona government, it is stipulated that the Honourable Company will do so till a final peace shall be concluded betwixt them and the Poona government, in which the interest of Futteh Sing shall be carefully and equally attended to with their own.

ARTICLE 10.

In consideration of the advantage that will arise to Futteh Sing from the above Article, and as a proof of his sincere regard and friendship for the English, he agrees to cede to them the district of Zinnore, and the villages situated in the Baroach pergunnah, now belonging to him, both which are to remain for ever in the possession of the Company.

ARTICLE 11.

All the pergunnahs and villages above mentioned shall be delivered over to the Chiefs of the Company from the day on which the city of Ahmedabad is delivered over to Rao Shumsher Bahadoor; from the day on which possession is taken of the city of Ahmedabad, the revenues of the above pergunnahs shall be enjoyed by the English Company, and from that day no claim of collection shall be made on account of the time past in these pergunnahs.

ARTICLE 11.

All the countries and places made over to the English in this Treaty by Futteh Sing are to be delivered into their hands, and the collections accounted for to them from the day that Futteh Sing is put in possession of the city of Ahmedabad; and no demands of collection for any past time is to be made on them by Futteh Sing.

ARTICLE 12.

It is agreed that two copies of this Treaty be immediately sent to the Honorable President and Select Committee of Bombay for their approbation, and to be by them transmitted to the Honourable Governor General and Council of Fort William, under whose sanction it is concluded, in order to receive their final confirmation and ratification, after which one copy so authenticated is to remain with the Honourable President and Select Committee of Bombay and another with Futteh Sing.

ARTICLE 12.

It is agreed that two copies of this Treaty be immediately sent to the Honourable President and Select Committee of Bombay for their approbation, and to be by them transmitted to the Honourable Governor General and Council of Fort William, under whose sanction it is concluded, in order to receive their final confirmation and ratification, after which one copy so authenticated is to remain with the Honourable President and Select Committee of Bombay and another with Futteh Sing.

(Sd.) T. GODDARD.

(A true translation,)

(Sd.) DALHOUSIE WATHERSTONE,
Persian Translator.

Company's
Seal.

This Treaty was ratified by the seal of the Company and the signa-

This Treaty was signed, sealed and delivered to the contracting parties by

tures of the Members of the Supreme Council on 26th June 1780.

each other in the presence of us, who have hereunto signed our names.

(Sd.) JOHN COCKERELL,
Quarter Master General.

„ EDWARD HEARD,
Adjutant General.

N.B.—A copy of this Treaty was also written in Persian, and the Articles respectively placed opposite to the English ones and signed as follows:—

(Sd.) T. GODDARD.

The Seal of
the Company.

Futteh Sing,
his Seal.

Futteh Sing's
signature.

(Sd.) GOVIND GOPAL,
The Raja's Dewan.

„ ROLAJEE SCINDIA,
*Married to the daughter of Sayajee,
Futteh Sing's brother.*

NOTE.—The Treaty, as modified and ratified by the Supreme Government, does not appear to have been finally exchanged with Futteh Sing. The Treaty of, Salbye,* however, cancelled both Treaties.

* See page 41.

No. XX.

ARTICLES of CONVENTION between the HONOURABLE JONATHAN DUNCAN, ESQ., PRESIDENT and GOVERNOR in COUNCIL OF BOMBAY, for and on behalf of the HONOURABLE EAST INDIA COMPANY, of the one part, and RAOJEE APPAJEE, for and on behalf of ANUND RAO GUIKWAR SENA KHAS KHEYL SHAMSHER BAHADOOR of the other part, for the security of the dominion and government of the GUIKWAR IN GUZERAT—1802.

ARTICLE 1.

The said Raojee Appajee having solicited the assistance of the English troops against Mulhar Rao, with a view of bringing him to reason, either by

peaceable or hostile means, so as to prevent his ruining the country of the State of the Guikwar, of which Anund Rao is the proper and legitimate heir and head, and the English troops, under the command of Major Walker, having accordingly arrived in the territories of the Guikwar, and the said Raojee Appajee being also come to Cambay to meet the Honourable the Governor, it is hereby agreed by and between them that the expense already incurred, and such others as may hereafter be occasioned, for the pay, allowances, and transportation of the troops, expenditure, and transportation of stores, ammunition, &c., shall be accounted for and paid, with interest, at the rate of three-quarters per cent. per month of thirty days, by the said Raojee Appajee, on Anund Rao Gaikwar, and the State aforesaid, in two instalments; the first to become due on or before the 5th of October next, and the second on or before the 5th of January 1803, for the security of which he assigns and mortgages the Guikwar's share of the district of Attaveessee, near Surat, hereby agreeing that, on failure of the first instalment, the English are to take possession of the said country, and to retain the same under their own collection and management, until the whole be fully cleared and made good to the Honourable Company, with interest.

ARTICLE 2.

It is further hereby stipulated between the Honourable East India Company and the Guikwar State that the latter shall permanently subsidize from the Honourable Company a force of about two thousand sepoys, one company of European artillery, and its proportion (consisting of two companies) of lascars, the estimated expense of which, including establishment of stores, being about Rupees 65,000 per month. It is hereby agreed that landed jaidad or funds be assigned so as fully to cover this expense, and whatever it may amount to, from such part of the Guikwar territories as may be hereafter fixed on, in view to the greatest convenience of both parties; but this Article is not to be carried into effect till the war against Khurree be closed, when it is also proposed, through the co-operation of the English, to effect a reduction in the number of the Arab force now kept up, and meanwhile this is to be considered as an eventual and to remain at present an entirely secret Article.

ARTICLE 3.

The pergunnah of Chowrassee and the Guikwar's share of the chouth of Surat having been ceded to the Honourable Company in pursuance of the engagement, by letters to that effect from the late Govind Rao to the Honourable the Governor of Bombay, the same is hereby confirmed for ever.

ARTICLE 4.

This agreement to be binding and permanent when ratified by the Supreme Government of Bengal, who, in all political concerns, control the other Presidencies, but in the meantime to be in full force.

In witness whereof the parties have interchangeably set hereunto their hands and seals, in Cambay, this 15th day of March 1802.

(Sd.) J. DUNCAN.

L. S.

(Sd.) RAOJEE APPAJEE.

Seal of
the Guikwar
State.

No. XXI.

ARTICLES of AGREEMENT between the HONOURABLE JONATHAN DUNCAN, ESQ., PRESIDENT and GOVERNOR of BOMBAY, for and in behalf of the HONOURABLE EAST INDIA COMPANY and RAOJEE APPAJEE, the DEWAN or MINISTER of ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHEE BAHADOOR, for and in behalf of the said ANUND RAO GUIKWAR, in virtue of the full powers vested in the said RAOJEE APPAJEE to treat and settle for the affairs of the GUIKWAR principality with the said GOVERNOR of BOMBAY, which powers bear date the 3rd of Zilkad, or 8th of March, in the year of our Lord 1802.

ARTICLE 1.

Whereas certain Articles were, under date the 15th of March last, answering to the 10th Zilkad, entered into, under the above mentioned full powers, by the said contracting parties in reference to the war then carrying on against Mulhar Rao, and providing for the Guikwar government's defraying the whole expense thereof, and for its subsidizing a permanent force from the Honourable Company, and ceding to them the pergunnah of Chowrassee and the Guikwar's share of the chouth of Surat; all these stipulations are herein declared to be in full force, and of equal strength and validity as if repeated in the present Treaty.

ARTICLE 2.

Mulhar Rao having commenced hostilities with the State of Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, and taking possession of Vessanagur, induced Anund Rao to solicit the assistance of a British force for the purpose of effectually reducing Mulhar Rao and taking his fort of Kurree, upon which the English sent a force to Cambay, with the view of bringing the said Chieftain to reason, either by peaceable or hostile means; and the latter having in consequence been pursued, on account of Mulhar Rao's not abiding by the advice of the English, the war has since terminated successfully for the State of Anund Rao, who has in consequence entered on possession of the fort of Kurree and of its pergunnahs, and of Mulhar Rao's other territories, and made a provision for him in the pergunnah of Neryad, ceding also to the English Company the pergunnah of Chickly, situated in the district of the Surat Attaveessee, in full sovereignty for ever, as a spontaneous mark of his gratitude for their assistance in overcoming this opposition to his authority.

ARTICLE 3.

By the second Article of the convention of the 15th of March last it is stipulated that jaidad or landed funds equal to the income of Rupees 65,000 per month shall be assigned to the Honourable Company to defray the expense of the subsidized force; but as, from the present encumbered and mortgaged state of the districts composing the Guikwar principality, these assignments cannot be effected, and the Honourable Company put into possession during the current year, beginning from the Mirgh of 1859, or June 1802, it is hereby agreed that the payment of the subsidy for this term shall be secured, according to the condition of a separate bond executed for this purpose, under the present date, and that the assignment of land to the Honourable Company shall be effectively and fully accomplished by the Mirgh of 1860, beginning in June 1803. This subsidy to be chargeable to the Guikwar State from the period referred to in the Convention of the 15th March.

ARTICLE 4.

The second Article of the Convention of the 15th March last, proposing to effect a reduction in the number of the Arab force under the Guikwar government, the principal obstacle to which consists in want of ready money funds for the liquidation of the arrears of such part of the said establishment as it is proposed to disband, and the Honourable Company meaning to extend to this effect some pecuniary assistance to the Guikwar State, the repayment of this amount is to take place and be secured in manner following:—

The first payment of interest by the Mirgh of 1860, or June 1803; the second year's interest, and one-third of the principal, by the Mirgh of 1861, or June 1804; and all the remaining principal and interest by the Mirgh of 1862, or June 1805. But in the event of failing in the above stipulated payments, the revenue of the pergunnahs of Baroda, Coral, Sinnore, Petlaud, and Ahmedabad, to the full amount of the *russud*, which will be about Rupees 11,75,000 per annum, shall be collected by the Company, in proportion to the

advance that may be made by them; and when this debt is fully paid, the collection of that part of the revenue from the above-named pergunnahs shall revert again to the administration of the government of Baroda.

ARTICLE 5.

There shall be a true friendship and good understanding between the Honourable English East India Company and the State of Anund Rao Guikwar, in pursuance of which the Company will grant the said Chief its countenance and protection in all his public concerns, according to justice and as may appear to be for the good of the country, respecting which he is also to listen to advice. And the State of the Guikwar having represented sundry points to the Governor in which it is interested, he has assured Raoba of the general attention of the Honourable Company to protect the administration of Anund Rao in all their rights, and to be aiding to its concerns with His Highness the Peishwa, or elsewhere, on all just occasions, where their assistance may prove requisite and useful.

ARTICLE 6.

For the cultivation and promoting the permanency of the good understanding between the two States, there shall be a constant good correspondence kept up between them, and agents reciprocally appointed to reside with each.

ARTICLE 7.

In future the subjects of each State who may take refuge with either shall be delivered up, if the State from which such party or parties shall have fled appear to have any demand of debt, or any just claim against him or them; but as a free intercourse between the countries and the two governments is also intended, frivolous claims against parties resorting from their own to the other jurisdiction are not to be preferred, and in all serious cases cordiality will be shown.

ARTICLE 8.

This agreement to be binding and permanent when ratified by the Supreme Government of Bengal, which, in all political concerns, controls all the other Presidencies; but in the meantime to be in full force.

In witness whereof the parties to the foregoing Articles of Agreement have interchangeably put their hands and seals, in Cambay, this 6th day of June, in the year of our Lord-1802.

(Sd.) JONATHAN DUNCAN.

Signed, sealed, and delivered in the presence of

(Sd.) A. WALKER.

„ KAHMAUL-EDDEEN.

TRANSLATION of a SUNNUD or GRANT of CHICKLY written in the form of a letter to the HONOURABLE JONATHAN DUNCAN ESQ., PRESIDENT and GOVERNOR of BOMBAY, by ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR.

After compliments.—Mulhar Rao Guikwar Himut Bahadoor being indebted to us for the arrears of our annual accounts, and having exchanged bahanders or securities for the future good behaviour on both sides, a settlement had taken place. In the present year Mulhar Rao unjustly raised a quarrel with us, and without paying any regard to the bahanders or securities we sent to him for the purpose of discussing the subject, the fort of Vessanagur was taken from us, and he occasioned much disturbance in our country. Babajee Appajee, on his proceeding with troops to Katia and Katiavod, was opposed by him, and there ensued a battle. In consequence of this we despatched Kehmauleddeen Hossein Khan Bahadoor and Gopal Rao Bapojee to you, and begged the assistance of the Company Bahadoor, on condition that we shall defray the charges of their troops, for which a due provision has been separately made; but in testimony of our sense of the seasonable assistance afforded to us by the Honourable Company, we now make the Company a present of Chickly, within the province of Surat Attaveessee, to be taken possession of by the English at the beginning of the approaching year, or Suvant 1859, and to enjoy the benefit of it for ever. In this pergunnah, whatever are the gifts and donations, such as annuities, enams of villages and grounds, charitable allowances, and the rights of the zemindars, may be observed and allowed for, according to the usual rules, and the balance of the present year against that pergunnah may be discharged agreeable to its accounts.

Dated 2nd Suffer 1858, or 4th June 1802.

MAISA KAUNT in the Rajah's own handwriting.

I, Anund Rao Guikwar Sena Kheyl Shumsher Bahadoor, do hereby confirm and ratify such compacts and agreements as my faithful Dewan, Raojee Appajee, hath in my name and on my behalf made and concluded with the Honourable the Governor of Bombay.

ARTICLE 1.

I hereby confirm and ratify such grants of lands as my said Dewan, Raojee Appajee, has made to the Honourable Company, either in enam or jaidad; and I also declare that I hold myself, my heirs and successors, bound to repay in money, or in such further landed assignments as may be sufficient for the purpose, all debts and expenses which the English Government have

been at or contracted in the course of their military operations in Guzerat undertaken for the support of my Government.

ARTICLE 2.

I entirely approve and highly commend the prudence of my Dewan in having obtained a body of English troops to remain permanently in this country, as on their courage and fidelity I place an unlimited dependence.

I have determined that the payment of this subsidiary force shall commence from the first of this month, English style, or first of Assar 1859, Hindoo era.

ARTICLE 3.

As I repose an entire confidence in the English, I depend on their friendship to shield me from misfortunes. I am sensible that there are many evil-disposed persons amongst the Arabs, who disregarding my legal authority, have plotted against my liberty and even my life.

By the favour of God they have been defeated; but should their wicked machinations at any time hereafter succeed, I shall expect the English to release me, and desire that all my acts and deeds, although executed by me in the usual form, while in that state of restraint, may be considered as of no validity. I desire, therefore, that my subjects will pay no attention to my orders in this situation, but hear what Major Walker has to say, strictly following his directions, and assisting him in every measure that he shall devise or direct for restoring my person to freedom.

Whoever in short shall either bring Canoojee into the management of affairs, or shut me up in the fort of Baroda, or elsewhere, is a rebel, and I fully authorize the afore-said Major Alexander Walker, or the person entrusted with the chief management of the Company's affairs in Guzerat, to chastise such disturbers of government, and bring them to that punishment which is due to those who endanger the person of their Sovereign in every part of the world. Thus, therefore, I order all the faithful officers of government, sil-ladars, sebandy, and others, on any of the foregoing events occurring, to obey Major Walker's orders.

ARTICLE 4.

Whereas it is signified in certain Articles of agreement between the Honourable the Company and my Dewan, Raojee Appajee, that the English Government is disposed to assist in reducing the Arab force in my service, Major Walker, Resident on the part of the English Government at Baroda, consents to assist me with a pecuniary loan to effect this reduction in the following terms.

ARTICLE 5.

As it seems impossible that I can retrieve myself or my country from its present embarrassments without reforming and reducing the expense in every department, I do hereby promise and agree to make the necessary reductions

by degrees. The objects of reduction are contained in the annexed account; and, if possible, they shall be effected at the periods specified opposite to each of the Articles.

ARTICLE 6.

Before any money is advanced, Major Walker must be satisfied that a real and effective reduction shall take place. For this purpose an exhibition must be made of the accounts, and a muster taken of the troops in the presence of three persons, *viz.*, one on the part of the Company, one on the part of the Guikwar Government, and the third by such of the Jemadars or Parokhis as may be the agents of the sebandy. According to this muster the account shall be taken and discharged.

ARTICLE 7.

I do hereby further agree and promise that I shall positively reduce the Arab and other force, within six or eight months after the present reduction is accomplished, to the standard of Futteh Sing's time; but to enable me to perform this stipulation, it will be necessary for the English Government to assist me as they have done on the present occasion.

ARTICLE 8.

Provision is already made in the fourth Article of agreement, executed and interchanged between the Honourable the Governor of Bombay and my Dewan Raojee Appajee, bearing date the 6th June, or 5th Suffer last, for the payment of the principal and interest of the money to be advanced by the Company; but as it has since been proposed to pay the same off one year sooner than is thereby provided, by applying the entire russud of the lands appropriated by that Article, to the amount of Rupees 11,75,000 per annum, to the discharging, in equal proportions, of the principal and interest of the money to be advanced by the Company, and by such other persons as may engage therein, Major Walker accepts of the modification by which the Company's advance may be liquidated one year sooner than it would be by a strict adherence to the letter of Treaty, it being, however, always understood that the provisions in the fourth Article of the said Treaty of the 6th June, or 5th Suffer, are always in full force, the same as if this subsequent engagement had not been made, in the event of the repayment of the Honourable Company's loan, as well of principal as of interest, failing to be made good in the more speedy mode now proposed. The amount of the above receipt, or russud, is to be collected every year from the Comavishdars of the pergunnahs allotted for this purpose, in the Treaty of the 6th June, by such persons as the Government of Bombay may appoint.

ARTICLE 9.

Interest on that part of the pecuniary assistance and aid which the Company may give on this occasion shall be reckoned and accounted for from the

time the said Company may raise a loan for that purpose, and it shall be reckoned every six months, at the rate of three-quarters per cent. per month of thirty days, instead of every year or every twelve months. All or any loss by exchange, or otherwise, which may arise by bringing the money from Bombay to this place, shall be on my account, and made good by me and my successors.

ARTICLE 10.

Conformably to Major Walker's suggestions and wishes, the Articles contained in this declaration were written, and to which I have given my assent; but in the event of evil-disposed persons attempting anything unfair or unreasonable against my person, my Dewan, Raojee Appajee, his son, his brother, nephew, or relations, and Madho Rao Tatia Muzumdar, or even should I myself, or my successors, commit anything improper or unjust, the English Government shall interfere, and see, in either case, that it is settled according to equity and reason.

I have also required of Major Walker, on the part of the Company, to promise that my State and government shall be permanent, and descend to the lineal inheritors of the musnud, and that the Dewanship shall be preserved to Raojee Appajee.

In the last place, I desire to form the most intimate connection with the Company, and that all business with the Poona Durbar may be jointly managed by the English Resident and my vakeel.

Such are my wishes and sentiments, so help me God!

Given at Baroda, 29th July 1802.

Witness :

(Sd.) GOPAL RAO BAPOJEE,

*Vakeel in behalf of Sena Khas Khey!,
Shumsher Bahadoor.*

Witness :

(Sd.) MIGUEL DE LIMA SOUZA.

The date of the Mahratta version, in the handwriting of the Dewan, as also the signature "Anund Rao Guikwar Sena Khas Khey! Shumsher Bahadoor." The following words are written in the Rajah's own hand : "The above writing is true."

· APPENDIX to the TREATY with ANUND RAO GUIKWAR.

APPENDIX No. 1.—TRANSLATION of an ENGAGEMENT by MULHAR RAO GUIKWAR HIMUT BAHADOOR to the HONOURABLE the GOVERNOR of BOMBAY.

Having through my misfortune fallen into a warfare with the State of Brodera, and been defeated by the army of the said State, assisted by the arms of the Honourable English East India Company, I surrendered myself on a promise of security to my life and my honour, since which the government of Brodera hath, at the instance of the Governor of Bombay, on the condition of my sending for my family, and abstaining from all direct or indirect disturbance or conspiracy against either State, made the following provision for me, *viz.*, that out of the pergunnah of Neryad (which is the ancient seat and abode of my predecessor) a jaidad of a lakh and a quarter of Rupees be assigned and committed to me for the support of me and my children, family, and brothers, wherefore I agree and give in writing, that exclusive of watchmen, not to exceed two hundred men, and a due proportion of sebandy to make my collections, I am not to maintain any troops whatsoever, hereby consenting that the officers of the Sircar of Brodera and of the English gentlemen may, at any time, after ascertaining the fact, cause any excess in my establishment, as above mentioned, to be dismissed. Neither am I ever to erect any fortifications, but to demean myself, as shall my son, brothers, and followers, in all respects as becomes a true well-wisher of both States, without any deviation or difference whatsoever. As my securities in which respects, Major Walker, on the part of the Honourable Company, and Meer Kehmauldeedeen Hossein Khan Bahadoor, have, at my instance, engaged their responsibility, and likewise undertaken to be the guardians of my rights, under this deed and engagement; and should there prove any deficiency in the jaidad of Rupees 1,25,000, those gentlemen are, by interposing with the officers of the Brodera government, to cause it to be made up. Besides this, if after experience had of my good behaviour and the sincerity of my heart, and there thence remaining no doubts respecting me, it should ever please Anund Rao Sena Khas Khey! Shumsher Bahadoor, with the approbation of the English Government, to make any increase in the present provision for me, I shall have cause to be thankful on that account.

Dated 1st of Suffer 1217, or 2nd of June 1802.

N.B.—A copy of the original of this engagement has been deposited with the officers of Rajah Anund Rao's government.

APPENDIX No. 2.—The GOVERNOR of BOMBAY to MULHAR RAO HIMUT BAHADOOR.

Having perused your engagement of the 1st of Suffer, I approve thereof: you are therefore in full security to repair and continue to dwell with your son

and brothers, and now dispersed family (whom you are to send for) at Neryad, on the terms of the Sunnud of the 5th of Suffer from Rajah Anund Rao Sena Khas Kheyl Shumsher Bahadoor; and on condition of your acting according to the Sunnud in question, and conforming to your engagement aforesaid, you may be certain of enjoying the full protection of both Sircars, that is, of the English and of Brodera, nor shall any one, either now or hereafter, have the power to occasion you causeless or unjust molestation.

Dated 6th of June 1802, or 5th of Suffer 1217.

(Sd) JONATHAN DUNCAN.

The
Company's
Seal.

APPENDIX No. 3.—FROM MULHAR RAO to ANUND RAO GUIKWAR.

After compliments.—Having been indebted to you in money, and having bahanders or securities between us, I have created a dispute with you, and after entertaining forces, have taken your fort of Vessanagur, and occasioned disturbances in your country, and there ensued a battle with Babajee Appajee.

This induced you to solicit the assistance of the English Bahadoor. The Honourable Jonathan Duncan Bahadoor proposed to me a peaceable adjustment, which I did not attend to, wherefore the English, in prosecution of their support to you, have taken from me the fort of Kuiree and all the territories belonging to me, and delivered them into your Sircar, and for myself made a provision of Rupees 1,25,000 per annum from the pergunnah of Neryad, which has been given to me through His Honour's means, which I shall accept, and together with my son, family, and brothers, will behave to you peaceably. With regard to my conduct the Honourable the Governor hath satisfied you, and according as he has thus signified, so shall we conduct ourselves peaceably, without deviation. This jaghire, which has been given me for the maintenance of my family, I shall enjoy, and remain contented with it. I have no sort of claim on you respecting my former places; but if, in conformity to my engagement, I shall continue to conduct myself peaceably, according to the Governor's order, you will get my jaidad a little increase from the Sircar.

Dated the 2nd Suffer, or 3rd of June 1802.

Major Walker, on the part of the English East India Company, and Meer Kehmauleddeen Hossein Khan, are my bahanders or securities for the purpose of this writing.

(Sd.) MEER KAHMAULEDDEEN HOSSEIN KHAN, *as guarantee.*
,, MAJOR WALKER, *as guarantee.*

**APPENDIX No. 4.—From ANUND RAO to MULHAR
RAO GUIKWAR HIMUT BAHADOOR.**

After compliments.—The following are the Articles for the management of the villages given from the Sircar as a jaghire from the pergunnah Neryad, to the value of Rupees 1,25,000, for your expense and the maintenance of your family, *viz.*—

1st.—The pergunnah of Neryad shall never experience any imposition for the exaction of labour, Binny Bandry, or other articles whatever.

2nd.—The rule respecting hay, &c., will be continued to you, as it is usually observed in that pergunnah.

3rd.—In case of your being oppressed by the Coolies or Muwassies, and if you cannot overcome such difficulties yourself, a force shall be sent agreeably to your requisition, and these evils shall be thereby removed.

4th.—Your relations and friends at Kurree shall never experience any molestation, provided they conduct themselves peaceably.

5th.—You may receive from the pergunnah the Rs. 1,25,000 in the manner directed by its deed.

6th.—In case of any calamity, accident, or damage falling to the pergunnah, a due allowance or credit will be given on examination of its accounts.

The foregoing six Articles shall be complied with by the Sircar, for which Major Walker, on the part of the English East India Company, and Meer Kehmauleddeen Hossein Khan Bahadoor, are given as guarantees and mediators.

7th Suffer, or 8th June 1802.

Signature of Raoba, *his Diwan.*

Seal of
Anund Rao.

N.B.—These Articles were particularly solicited by Mulhar Rao, and granted as an additional favour by Raoba, through the Governor's mediation, just previous to the latter taking leave to return to Brodera.

(Sd.) JONATHAN DUNCAN.

**APPENDIX No. 5.—TRANSLATION of a LETTER from ANUND RAO
GUIKWAR to SUKHARAM CHINNAJEE, SOOBHADAR of SURAT
ATTAVEESSEE, dated 2nd Suffer 1858, or 4th June 1802.**

On account of disturbances raised by Mulhar Rao Guikwar Himut Bahadur with the Sircar, the Honourable Jonathan Duncan, Esq., President

and Governor of Bombay, was called on for assistance; therefore the mehal of Chickly, within the province of Surat Attaveessee, has been given to the Honourable Company as a donation for them, to enter into possession at the beginning of the ensuing year 1859, excepting such gifts and allowances that this mehal is subject to, which shall be observed and complied with.

APPENDIX NO. 6.—TRANSLATION of a LETTER from ANUND RAO GUIKWAR, &c., to VITUL RAO BABAJEE, COMAVISHDAR of CHICKLY, dated the 2nd Suffer 1858, or 4th June 1802.

In consequence of the disturbances raised by Mulhar Rao Guikwar Himut Bahadoor with the Sircar, the Honourable Jonathan Duncan, Esq., President and Governor of Bombay, having been applied to for assistance, the pergunnah of Chickly, within the limits of Surat Attaveessee, has been in consequence given to the Company of the English Bahadoor as an enam or donation, for them to enter into possession of it at the beginning of the approaching year, of Suvant 1859; wherefore you will deliver over to the Company Bahadoor the charge of it accordingly.

APPENDIX NO. 7.—TRANSLATION of a LETTER from ANUND RAO GUIKWAR, &c., to the ZEMINDARS of CHICKLY, dated Jesta Soodhe 4th, 1858, or 4th June 1802.

In consequence of the disturbances raised by Mulhar Rao Guikwar Himut Bahadoor with the Sircar, the Honourable Jonathan Duncan, Esq., President and Governor of Bombay, was called on for assistance, therefore the Sircar has given to the Company of the English Bahadoor the mehal of Chickly as a donation, to be taken possession of by them from the beginning of the Suvant 1859; saving always and subject to the gifts and donations, such as daily allowances, annuities, enams of land and villages, charitable allowances, darakdars, jassus, and the rights of the zemindars, &c., and whatever there may be in this mehal; therefore you will be obedient to their orders, and attend to the annual gifts and exemptions above specified, as usual.

APPENDIX NO. 8.—TRANSLATION of a LETTER from ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR, to MYBAL NARAYEN, dated 5th Suffer, or 6th June 1802.

After compliments.—Soorsun-esuney Myatein-wu-Ulf (the date of the year in Arabic).

On account of the English Company Bahadoor battalions or troops, expense Rs. 50,000 value in jaghire, from the pergunnah Nudyad, is made over; you will put them in possession accordingly. Signed and sealed.

APPENDIX No. 9.—TRANSLATION of a SUNNUD for DHOLKA, executed by ANUND RAO GUIKWAR to the HONOURABLE JONATHAN DUNCAN, ESQ., PRESIDENT and GOVERNOR, on behalf of the HONOURABLE COMPANY, dated 5th Suffer, or 6th June 1802.

A body of the Honourable Company's forces, consisting of two thousand men, besides the artillery, have been subsidized by our government: their charges are to commence from the date of the reduction of our Arab sebundy. Landed funds are to be assigned in discharge of this subsidy; but for the ensuing year 1859 all the territories or mehals belonging to the Guikwar State having been encumbered by mortgages, these assignments cannot be immediately carried into effect, wherefore it hath been agreed that at the beginning of the year 1860 the pergunnah of Dholka shall be assigned towards defraying the charges of the subsidized troops, for their future services, and accordingly, in the year 1860, this pergunnah shall be put into your possession for the purposes of the above-mentioned charges. In this pergunnah of Dholka, whatever annuities, daily allowances, charitable allowances, donations, and darakdars allowances they may be, should be observed and continued. In the same manner are also some villages in this pergunnah allowed for the private expenses of women of the Guikwar families, which are to be continued; the deficiency in the collection arising on this account shall be annually paid in cash.

APPENDIX No. 10.—TRANSLATION of a BOND executed by ANUND RAO GUIKWAR to the HONOURABLE JONATHAN DUNCAN, ESQ., PRESIDENT and GOVERNOR, on behalf of the HONOURABLE COMPANY, dated 5th Suffer, or 6th June 1802.

Whereas a body of the Honourable Company's troops, consisting of two thousand men, besides artillery, have been stationed with us, the expense of which is to commence from the date of the reduction of our Arab sebundy, and whereas we possess no means convenient to appropriate any land funds to defray their expenses for the first year, which amounts to Rupees 7,80,000; therefore, in part thereof, a jaidad, equal to Rupees 50,000 a year, from the villages of Neryad, has been assigned, and the balance (Rupees 7,30,000) shall be discharged within one year in cash, with nine per cent. interest, for

which is pledged the revenue of Kurree, after deducting the real charges and the proceeds, or what shall be recovered, on account of the collections of Bhawnagur and of Katia and Katiavod, for the Gentoo years 1857 and 1858, or through any other means, the sum of Rupees 7,30,000 shall be discharged in ready money, in one year. For the due compliance with this, Babajee Appajee and Kehmauleddeen Hossein Khan have been tendered and delivered as securities.

Seal of
Anund Rao.

Securities :

Babajee Appajee, whose name is signed by Raojee, and Kehmauleddeen Hossein Khan.

The
seal.

APPENDIX No. 11.—TRANSLATION of a SUNNUD from ANUND RAO GUIKWAR to the HONOURABLE JONATHAN DUNCAN, ESQ., PRESIDENT and GOVERNOR of BOMBAY, dated the 5th Suffer Suvan 1859.

In consequence of the disturbances raised with this Sircar by Mulhar Rao Guikwar Himut Bahadoor, I have taken possession of his territories through your means, *viz.*, Kurree, Cupperbund, Deogong, whilst for the maintenance of his family and himself it has been agreed to make a provision in the pergunnah of Neryad, which, inclusive of the Kellodary or fort, and articles situated therein, is known to be equal to a rental of Rupees 2,25,001, out of which he (the said Mulhar Rao) shall, on his residing at Neryad with his family, possess as follows, subject to an established or former annual varauth or assignment, in favour of Kehmauleddeen Hossein Khan, on account of his pay and allowances to the amount of Rupees 50,000 a year including which last varauth we have put in possession of Mulhar Rao the Cusba and such part of the villages of the said pergunnah as shall yield him Rupees 1,75,001 upon your being the guarantee, and the remainder, to the amount of Rupees 50,000 of this pergunnah, comprehended in its villages, to that amount indiscriminately taken, is made over to you towards the charges of the subsidized troops, which amount you will accordingly receive on the said account. In this pergunnah whatever donation, annuities, and darakdars allowances are usually paid should be observed in proportion to the share of each party; and the Comavishdars' balance on the mehal in question shall be rateably discharged by each according to the accounts thereof.

**APPENDIX No. 12.—From ANUND RAO GUIKWAR SENA KHAS
KHEYL SHUMSHER BAHADOOR to the ZEMINDARS of the
PERGUNNAH of NUDYAD or NERYAD.**

Be it known to all that out of the villages of this pergunnah, revenue funds amounting to Rupees 50,000 are assigned in part of the expense of the British subsidized troops.

You are directed to deliver the power in this jaghire to the English Company Bahadoor from the beginning of the now commencing year, making over possession to them, and yielding obedience to their authority and management.

Dated Jeylsood 6th, 1858, or 5th Suffer, 6th June 1802.

Signed and sealed.

APPENDIX No. 13.—PRIVATE ENGAGEMENT to RAOJEE APPAJEE.

It is the intention of the government of Bombay that the Dewanship of Raojee Appajee in the Sircar of Brodera shall be permanent, and that his son, brothers, nephews, and relations and friends shall be likewise duly protected and supported by the Honourable Company in their just rights; and if the Guikwar Sena Khas Kheyl Shumsher Bahadoor, or anybody else, should unreasonably treat them ill, or offer any undue molestation, the Company will protect them by interfering in their behalf. In witness whereof I have hereunto put my hand and seal, at Cambay, this eighth day of June, in the year of our Lord 1802.

(Sd.) J. DUNCAN.

**APPENDIX No. 14.—GRANT of the VILLAGE of BHATTA, in the
PERGUNNAH of CHOWRASSEE, to RAOJEE APPAJEE.**

The Honourable English East India Company, placing the greatest reliance in the good faith and attachment of Raojee Appajee, Dewan of the Guikwar State, and having in view to extend always their permanent protection to him and to his relations, have, for the purpose of his and their abode, granted to him, from the beginning of the current year 1859 (June 1802), in enam for himself, his sons, and their or his children, for ever, the village of Bhatta, in the pergunnah of Chowrassee, to the end that entering on the possession thereof, he may appropriate its produce to his support.

Dated the 6th June 1802, or 5th Suffer 1215 of the Higer.

APPENDIX No. 15.—CAMBAY, 27th February 1802.

Mr. Miguel de Lima e' Souza having read and explained to us yesterday, the 26th instant, the several letters written to him by our vakeel, Gulabchund Taluckchund, at Bombay, making the Honourable English Company several proposals mentioned in them, for putting into their protection and possession our ports and territories stated in those letters, under several conditions therein stipulated, we do hereby confirm the same, and promise never to deviate from any of the proposals made by our said vakeel, Gulabchund Taluckchund, in his several letters to the said Mr. Miguel de Lima e' Souza. In witness whereof Manabay Gorbay, his brother, uncle, and such of his relations who have a right in the territories mentioned by Gulabchund Taluckchund in his letters to Mr. Miguel de Lima e' Souza, as are present at this place, have put their names to this, and the signature of others will be taken on their arrival at Dollerah.

Witnesses :

The above was written, read,
explained, and signed before us,

(Sd.) ROBERT HOLFORD.

„ MUNGAJEE RANGAJEE.

„ GULABCHUND TALUCKCHUND.

TACCOOR MANABAY GORBAY.

TACCOOR SESSMUTJEE SEEIOJEE.

TACCOOR DESSABAY RAZABAY.

TACCOOR KULLABAY GORBAY.

TACCOOR VAGAJEE SESSABAY.

TACCOOR HACKABAY CATTABAY.

TACCOOR SORROBAY SATABAY.

Dollerah, 5th March 1802.—The following people signed the paper on the other side, confirming the proposals made to the Governor of Bombay by Gulabchund Taluckchund in his several letters to Mr Miguel de Lima e' Souza.

Witnesses : The mark ☉ of NATHOOJEE BALLIAJEE.

(Sd.) GULABCHUND TALUCKCHUND.

MUNGAJEE RANGAJEE.

TACCOOR MUNGAJEE ROUZAJEE.

TACCOOR BARABAY RAZAJEE.

TACCOOR RUPABAY MOZEE.

TACCOOR UNEZEE ALLIAJEE.

I, Bugwandoss Nathjee, in charge of the Desseyship of Dandooka, do hereby declare that the Girassias, who have ratified and confirmed by their signature in this the proposals made by their vakeel, Gulabchund Taluckchund, to the English Government in Bombay, in his several letters to Mr. Miguel de Lima e' Souza, being sent for, they one and all declared they have put their name to this paper, and that on the other side, from their free will. In witness whereof I have put my name, in Dollerah, the 6th March 1802.

Dollera, the 6th March 1802.—Churassa Jeejee Agersingjee, inhabitant of Gamp, having just arrived, declared before Bugwandoss Nathjee that he had desired his relations, Lessajee Sallojee and Manabay Gorbay, to offer to the government of Bombay his and his family's villages Vaghar, Morising, Sandially, Pimpily, Timboo, Dawser, part of Cataria, and two other pieces of land, on the same terms as they might offer their own; and having seen and had the terms read and explained to me, I do hereby confirm them, and promise to abide by everything done and agreed upon by Lessajee Sallojee and Manabay Gorbay, through their agent, Gulabchund Taluckchund, agreeable to what is written in his several letters to Mr. Miguel de Lima e' Souza. In witness whereof he had made his mark in the presence of Bugwandoss Nathjee Dessay and other witnesses.

Dollerah, the 6th March 1802.

The mark ☉ of CHEERASSAMA JEEJEE.

BUGWANDOSS NATHJEE.

MUNGAJEE RANGAJEE.

DAM WALLAH GERDIAH.

JEEJEE AGERSINGJEE.

Churassama Bavajee Balliajee, who owns Vaghas consisting of eight large and small villages, came in and confirmed the proposals made by Gulabchund Taluckchund, and also the signature of Churassama Jeejee Agersingjee, 18th March 1802.

The mark ☉ of CANOOJEE BALLAJEE.

The mark ☉ of BHINJEE KANJEE.

(True copies.)

(Sd.) J. HALLET,

Assistant to the Secretary.

We, the undersigned, do hereby promise that we shall not, on our arrival at Dhollerah, make any disturbance with anybody there, or touch anything whatever belonging to any inhabitants, so as to afford cause for complaint; we do also promise to give Mr. de Souza every assistance to try and examine every thing we have set forth in our proposals, and shall remain quiet and silent until the Honourable the Governor determines to accept or not our proposals.

CAMBAY,

The 28th February 1802.

APPENDIX NO. 16.—TRANSLATION OF A PERWANNAH.

Anund Rao Gaekwar Sena Khas Kheyl Shumsher Bahadoor to the Girassias of Dundooka Choodasama and others, landholders under the said pergunnah. You have, in consequence of the oppressions from the Raja of Bhowanagur Limree and other powerful neighbours, made application to the Honourable the Governor of Bombay about four years ago, and offering him the villages requested his protection; and at your repeated solicitations upon the subject, the Governor instructed Mr. Miguel de Lima e' Souza, on account of the Honourable Company, to make the necessary enquiries respecting the following villages, which you have assigned over, *viz.*, Roytulla, Dollerah, Bhimtulla, Bhangur, and Kuperally, and the district of eight villages, altogether about thirteen villages, and what further villages that shall be hereafter put under the Company's protection. Thus you have represented to me in person; whereupon this cowl perwannah (a grant) is issued to you from the Sircar, that after cultivating your respective grounds in the above mentioned pergunnahs, you may enjoy a peaceable residence there. The Peishwa's Khundrug for the pergunnah Dundooka and the Sircar's usual jumabundy to be regularly paid, and you shall experience no oppression from the Sircar. The Honourable Company shall have the government of those villages, inhabit and cultivate them, and shall take upon themselves the management of the port, and hoist their flag; therefore you may rest assured, and observe the usual rules and customs in your conduct, for which you have this cowl from the Sircar.

Dated Jesta Soodhe 2nd, 1858, or 2nd of June 1802.

No. XXII.

AGREEMENT with ANUND RAO GUIKWAR in 1803, SUPPLEMENTARY to the TREATY of March and June 1802.

TRANSLATION of a LETTER to the HONOURABLE ENGLISH EAST INDIA COMPANY from ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR, dated the 1st Shaval, or 25th January 1803, accompanying the RESIDENT of BRODERA's letter of the 14th February. Received at BOMBAY the 20th ditto.

After compliments.—*Para. 1.* It being agreed between us to subsidize

your troops to the strength of two thousand in number, the following jaghire is ceded for that purpose, *viz.*—

From the pergunnah Neryad, the amount that had been Rupees 1,25,000 reserved, after deducting one lakh of Rupees for the maintenance of my senior, Mulhar Rao Guikwar Himut Bahadoor, who having in the current year fled, in such case, it ought to be credited from the next year to your account

Being the estimated revenue of the Neezapoor „ 1,30,000 mehal, *viz.*—

Net collection about ... Rupees 1,20,000

Durbar charges, &c. ... „ 10,000

Total Rupees ... 1,30,000

From the pergunnah Kurree that is situated in the vicinity of the pergunnah of Neezapoor. 25,000

Say Rupees two lakhs eighty thousand worth in jaghire, duly ceded in the manner above recited, to commence from next year 1860, Sun Arba Myabine 1204. 2,80,000

2. The amount you will have to disburse, on account of the respective pergunnahs, yearly gifts, charity, darakdars, and Durbar charges, shall be duly accountable to your Sircar, by my Sircar, in seeing the same regularly paid, together with the produce of the enam villages.

3. On your faithfully executing the Sircar's service, take the advantage of this assignment for the support of the troops. I call God to witness this.

4 Sooboor Sun Salas Myatein-wu-Ulf 1203. What can I write more ?

Anund Rao's
Seal.

Mortab.

Statement of the Districts ceded to the Honourable Company by Anund Rao Guikwar.

	Rs.
1. The pergunnah of Dholka	4,50,000
2. Ditto Neryad	1,75,000
3. Ditto Vijapoor, including the Rajah's Khangee, or the revenues allotted for his private ex- penses	1,30,000
4. A Tappa of Kurree, contiguous to Vijapur	25,000
TOTAL	7,80,000

BARODA, }
18th February 1803. }

(Sd.) A. WALKER,
Resident.

SUNNUD, dated 1st Shaval, or the 25th January 1803, and addressed to the HONOURABLE ENGLISH COMPANY by ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR.

Two thousand of your troops are in our service; for their part maintenance it is agreed to give jaghire lands as follows, *viz.*:—

In Neryad, deducting assignments, or money agreed to be transferred, to the amount of one lakh of Rupees (1,00,000), the remainder of the revenue of that District, being one and quarter lakh of Rupees (1,25,000), was allotted for the support of our relation, senior to us in years, Mulhar Rao Guikwar Himut Bahadoor, which, as the aforesaid died in the same year, is given to you.

The pergunnah of Vijapoor, valued at one lakh and thirty thousand Rupees (1,30,000), *viz.*, the revenues one lakh and twenty thousand Rupees (1,20,000) and Durbar Kirch, with other articles, ten thousand Rupees (10,000).

The Tuppa of the pergunnah of Kurree of twenty-five thousand Rupees (25,000) adjoining Vijapoor.

These jaghires, yielding two lakhs and eighty thousand Rupees (2,80,000), are given to you from ——— of the ensuing year 1860 (or Anno Domini (1803.04)).

Out of these it will be necessary to pay the usual annual allowances, *vershasun*, *dhurmadaos* or charities, and *darakdas*, *daity* and Durbar Kirch, the amount of which you may take credit for and I will discharge it.

It is necessary that the troops be supported from the provision thus made, and that they serve us with respect and fidelity.

Stamped with the seals of the State.

SUNNUD dated the 10th Mohurram (3rd May), and addressed to the HONOURABLE ENGLISH COMPANY by HIS HIGHNESS ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR.

Having maintained my honour and the good of the State, I have given to you in *enam* the fort and jaghire village of Keda or Kaira; take therefore and enjoy the fort and village aforesaid; and as you have hitherto maintained a friendly intercourse with my Sircar, and thereby done me honour, continue to do so.

I excuse you of the annual *nuzzerana* from thence.

It is hoped that your Sirdars or officers of rank here will always behave faithfully and respectfully towards us.

Stamped with the seals of the State.

SUNNUD, dated the 11th Suffer (or the 2nd June 1803), and addressed to the **HONOURABLE ENGLISH COMPANY** by **ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR**.

Two thousand of your troops are already provided for by Treaty ; besides them another thousand is now subsidized. In part payment thereof the following places are given from the beginning of the ensuing year, *viz.*, the pergunnah of Mattur, valued at one lakh and thirty thousand Rupees (1,30,000); the pergunnah of Modha or Monde, one lakh and ten thousand Rupees (1,10,000) ; the customs of Kimkatodra, north of the Taptee, fifty thousand Rupees (50,000). These amounting to two lakhs and ninety thousand Rupees (2,90,000), I have given in jaghire for the expense of the additional thousand troops entertained by Treaty.

Out of the funds of these possessions it is necessary that you continue to make the usual allowances annually of charities, darakdars, daity and assamidars, and durbar kirch, as heretofore. Should thereby the amount stipulated for the subsidiary force fall short, it shall be made up from the Sircar.

Having taken and appropriated the fruits of the above places for the support of the additional thousand troops, it is necessary that your Sirdars perform the services of this Sircar in a respectful and faithful manner.

Stamped with the seals of the State.

TRANSLATION of a SUNNUD from ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR to BHOWANY PURSAUD and VANEY PURSAUD of KIMKATODRA, dated Moon Suffer, or 2nd June 1803.

The management of the Syer of Kimkatodra Taptee Wooter Teer, or on the north side of the Taptee river, is taken from you and given to the Honourable Company on account of the subsidy engagement ; therefore you will deliver over the charge of the said Syer, from the first Karticksood Arabah Meyatane (or from the 16th October 1803), to the Honourable Company.

(Sd.) A. WALKER,
Resident.

TRANSLATION of a SUNNUD from ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR to all the JEMADARS of KIMKATODRA TAPTEE WOOTER TEER, or on the north side of the TAPTEE RIVER, dated the 11th SUFFER 1859, or 2nd JUNE 1803,

I have discharged Bhowany Pursaud and Vancy Pursaud from the management of the Syer Kimkatodra Taptee Wooter Teer and given it to the Honourable Company, on account of the additional subsidy, wherefore you will obey this order, and deliver over the charge of the said Syer, from the first day of Meigsaul, to the Honourable Company.

No. XXIII.

DEFINITIVE TREATY of GENERAL DEFENSIVE ALLIANCE between the HONOURABLE ENGLISH EAST INDIA COMPANY on the one PART, and the MAHARAJAH ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR and his CHILDREN, HEIRS and SUCCESSORS, on the other, settled by MAJOR ALEXANDER WALKER, RESIDENT at BARODA, having full POWERS from the GOVERNMENT OF BOMBAY, which is in like MANNER authorized by HIS EXCELLENCY the MOST NOBLE RICHARD MARQUIS WELLESLEY, KNIGHT of the MOST ILLUSTRIOUS ORDER of ST. PATRICK, one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL, appointed by the HONOURABLE the COURT of DIRECTORS to direct and control all their AFFAIRS in the EAST INDIES—1805.

Whereas various agreements have been concluded between the Honourable Company on the one part, and Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor on the other, all tending to improve and increase the friendship and alliance between the contracting parties, viz., a convention dated at Cambay, the 15th March 1802, settled by the Governor of Bombay on the part of the Honourable Company, and by Raojee Appajee, Dewan on

the part of Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor; an agreement, dated at Cambay, the 6th June 1802, settled by the Governor of Bombay on the part of the Honourable Company, and by Raojee Appajee, Dewan, on the part of Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor; and an agreement made by Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor with Major Alexander Walker, Resident at Baroda, on the part of the Honourable Company, dated at Baroda, the 29th July 1802, and whereas it is desirable to consolidate the stipulations of all these separate engagements with one definitive Treaty, and further to improve the state of alliance of the contracting parties, in like manner as has been applied for by the aforesaid Raojee Appajee, in his letter of the 10th of Suffer (or 12th June 1803), desiring that the present engagement between the Honourable Company and the Guikwar State may be drawn up in terms consonant to those employed in the Treaty of Bassein between the Honourable Company and His Highness the Peishwa, the said Company and the Maharaja Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor do hereby accordingly agree to the following Articles framed for that purpose:—

ARTICLE 1.

All the stipulations of the engagements heretofore made between the contracting parties, and above recited, *viz.*, on the 15th of March, 6th June, and 29th July 1802, are hereby confirmed, and are to bind the contracting parties, their heirs and successors, for ever.

ARTICLE 2.

The friends and enemies of either party shall be the friends and enemies of both; and if any power shall commit any act of unprovoked hostility or aggression against either of the contracting parties, or against their respective dependants or allies, and after due representation shall refuse to enter into amicable explanation, or shall deny the just satisfaction which the contracting parties shall have required, the contracting parties will proceed to prosecute such further measures as the case shall appear to demand.

ARTICLE 3.

Whereas, in conformity to the agreements heretofore made between the Honourable Company and the Maharaja Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, a subsidiary force of two thousand men was subsidized, and inclusive of the half augmentation of the subsidiary force first fixed upon, the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor agrees to receive, and the Honourable Company to furnish, a permanent subsidiary force of not less than three thousand regular native infantry, with one company of European artillery, and their proportion, *viz.*, two companies, of gun-lascars, with the necessary ordnance, and warlike stores and ammunition, which force is to be stationed in the territories of the said Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor.

ARTICLE 4.

The subsidiary force will at all times be ready to execute services of importance, such as the protection of the person of Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, his heirs and successors, the overawing and chastisement of rebels and excitors of disturbance in his territories, and the due correction of his subjects or dependants who may withhold the payment of the Sircar's just claim; but it is not to be employed on trifling occasions, nor like sebandy, to be stationed in the country to collect the revenue. One battalion of these forces, however, or such a proportion of them as the performance of the foregoing services may require, will proceed to Kattywar when there may be a real necessity for it; but the English Government, whose care and attention to all the interests of the Guikwar State cannot be doubted, must remain the judge of this necessity.

ARTICLE 5.

In order to provide the regular payment of the whole expense of this subsidiary force Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor has ceded, by the agreements aforesaid, *viz.*, dated the 15th March, 6th June, and 29th July 1802, and 2nd June 1803, districts and other funds, of which a Schedule (A) is annexed to this Treaty, of the yearly net value of rupees 11,70,000. This cession is confirmed by this Treaty, and Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor hereby cedes the districts of which the Schedule is annexed, with all the rights of sovereignty thereof, and all the forts which they contain, in perpetuity, to the Honourable Company.

ARTICLE 6.

The districts of Chowrassee, Chickly, Surat, Chouth, and Kaira have been ceded to the Honourable Company by Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor as a proof of his friendship, and as a testimony of his sense of the benefit which he has received from his alliance with the Honourable Company's government. The cession of these districts is confirmed by this Treaty, and Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor hereby cedes the districts above mentioned, with all the rights belonging to the sovereignty thereof, and all the forts which they contain, in perpetuity, to the Honourable Company.

ARTICLE 7.

Whereas the Honourable Company have at different periods assisted Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, both from their own funds and those of bankers, with advances of money, a particular account of which, as well as of the funds assigned for the payment of the same, is contained in the Schedule annexed, marked B, it is hereby agreed that the full amount of the *russud* of the districts therein named, according to the provisions in the eighth Article of the agreement of the 29th July, shall be collected

on account of the Honourable Company, and the persons therein referred to, until these debts and interest due upon them shall be fully paid; and for the past or any future advances which the Company's government may make to that of the Guikwar, mehals shall be assigned as their security.

ARTICLE 8.

Grain, and all other articles of consumption and provisions, all sorts of materials for wearing apparel, together with the necessary numbers of cattle, horses, and camels required for the use of the subsidiary force, shall be exempted from duties in the territories of Anund Rao Guikwar Sena Khas Khey! Shumsher Bahadoor, and the commanding officer and the officers of the subsidiary force shall be treated in all respects in a manner suitable to the importance of the trust placed in them and the dignity of the British Government. In like manner shall the officers of the Guikwar government meet with similar consideration and respect from the Honourable Company. In consideration, also, of the good-will and friendship which has so long happily subsisted between the Honourable Company and the Guikwar government, such goods and articles as may be *bonâ fide* required for the private use or consumption of that family, or of the ministers, shall be allowed to be purchased at Surat and Bombay, and to be sent from thence free of duties, on being accompanied by a passport from the Resident at Baroda.

As the Deccan is the native country of the Mahrattas, who inhabit or serve in Guzerat, such of this nation as may be in the Guikwar service shall be allowed to pass and re-pass freely, with their families, through the Honourable Company's territories.

It is expressly understood that the admission of this Article is not to sanction, or in any shape to authorize, the transit of merchandize or of prohibited goods.

ARTICLE 9.

The Maharajah Anund Rao Guikwar Sena Khas Khey! Shumsher Bahadoor hereby engages that he will not entertain in his service any European or American, or any native of India, subject of the Honourable Company, without the consent of the British Government; neither will the Company's government entertain in their service any of the Guikwar servants, dependants, or slaves, contrary to the inclination of that State.

ARTICLE 10.

Inasmuch as by the present Treaty the contracting parties are bound in an alliance for mutual defence and protection, Anund Rao Guikwar Sena Khas Khey! Shumsher Bahadoor engages never to commit any act of hostility or aggression against any power whatever; and in the event of difference arising, whatever adjustment the Honourable Company's government, weighing matters in the scale of truth and justice, may, in communication with the Guikwar Sircar, determine, shall meet with full approbation and acquiescence.

ARTICLE 11.

Whereas there are certain unfinished transactions between His Highness the Peishwa and Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, and there exist certain papers of accounts which are unadjusted, Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor doth hereby agree that the Honourable Company's government shall examine into and finally adjust the said transactions, papers, and accounts, and the demands resulting therefrom; and Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor binds himself, his heirs and successors, to abide by such adjustment as the British Government shall accordingly determine. Further, in respect to these unsettled pecuniary affairs existing with the governments of His Highness the Peishwa and the Guikwar, it behoves the latter to repose a similar faith in the British Government as the Peishwa, who has agreed to abide by the adjustment of these concerns.

This settlement shall be effected by the Honourable Company after taking into mature consideration the impoverished state of the Guikwar finances; and the latter government entertain a full conviction that no oppressive demand will be enforced under the Company's mediation.

ARTICLE 12.

If, notwithstanding the defensive nature of the agreement between the contracting parties, and their desire to cultivate and improve the relations of peace with all the powers of India, war should unfortunately break out, it is agreed that, with the reserve of a battalion of native infantry to remain near the person of the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, of such proportion as may appear necessary for the security of Guzerat, the residue of the subsidiary force, with their ordnance and public stores and ammunition, shall be immediately put in motion for the purpose of opposing the enemy.

The troops of the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor shall accompany the British troops to the boundaries of Guzerat in order to terminate the war. Should, however, any great exigency arise, the circumstances shall be mutually considered, and the best means in the power of the contracting parties pursued to terminate the same.

ARTICLE 13.

As the enemies of both States are the same, those who are in opposition to the Guikwar government, or in rebellion to it, can never, while acting in this manner, be admitted to the friendship of the Honourable Company; but should Canojee Guikwar, who comes under this description, repent and submit himself, it will be advisable to allow him a suitable pension, on which he may subsist and reside at Bombay, or at any other place which may be equally safe and convenient.

Neither Canojee Guikwar nor Mulhar Rao Guikwar will have any other claim on the Guikwar government than the pension which has been assigned to the latter, and that which may eventually be assigned to the former.

ARTICLE 14.

When the subsidiary troops will take the field, the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor will supply such quantities of grain and benjarries to attend the army as the resources of his country may afford, the British Government defraying the expense thereof.

ARTICLE 15.

If disturbances shall at any time break out in the Honourable Company's territories or districts bordering on those of the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, the said Maharajah Anund Rao Guikwar shall consent to the employment of such a proportion of the subsidiary force as may be requisite to quell the same; and if at any time disturbances shall break out in any part of the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor's territories, to which it might be inconvenient to detach a proportion of the subsidiary force, the British Government will, in like manner, at the requisition of the said Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, detach such a proportion of the troops of the Company as may be most conveniently situated to assist in quelling the said disturbances in the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor's territories.

ARTICLE 16.

In future the subjects of each State, who may take refuge with either, shall be delivered up, if the State from which such parties shall have fled appear to have any demand of debt or any just claim against him or them; but as a free intercourse between the countries under the two governments is also intended, frivolous claims against parties resorting from their own to the other's jurisdiction are not to be preferred, and in all serious cases cordiality will be shown.

ARTICLE 17.

The contracting parties hereby bind themselves to take into consideration hereafter the commercial relations between their respective territories, and to settle them in due time by a commercial treaty.

Done at Baroda, the 21st April A.D. 1805.

SCHEDULE A.

A Statement of the funds assigned and districts ceded, in perpetual sovereignty, to the Honourable Company by Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, in order to provide for the regular payment of the subsidiary troops.

	Rs.	Rs.
The pergunnah of Dholka	4,50,000	
Ditto Neryad	1,75,000	
Ditto Vijapoor	1,30,000	
Ditto Mattur	1,30,000	
Ditto Monde	1,10,000	
The Tuppa of Kurree	25,000	
The Kinkatodra	50,000	
Warrat on Kattywar	1,00,000	
		11,70,000
TOTAL .		11,70,000

(Sd.) A. WALKER,
Resident.

Baroda, the 21st April A.D. 1805.

SCHEDULE B.

A Statement of the advances made by the Honourable Company and various Bankers of Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, comprising an account of the funds assigned for their repayment according to the provisions made in the 8th Article of the Agreement of the 29th of July A.D. 1802.

Advanced on account of the first loan for the reduction of the Arab Sebundy—

By the Honourable Company.

December 21st, 1802, as per account settled by the Accountant General at the Presidency, under this date . . . Rs. 10,77,447 3 96

By the Shroffs.

Hurry Bucktee		
Arjoonjee Nathjee Terwady	inclusive of Manoty . .	12,48,000 0 0
Samul Becherdaas		
Mungul Sukeedass		23,25,447 3 96

On account of the second loan for the discharge of the Arab Sebundy.

By the Honourable Company.

January 31st, 1803, as per account and bond of this date . 8,89,683 0 16

By the Shroffs.

Samuldass Becherdass	4,96,143	2	50	
Mungul Sukeedass	4,27,458	0	0	
				9,23,601 2 50
				18,13,284 2 66
				Rs. . 41,38,732 2 62

Funds assigned for the repayment of the foregoing.

	Rs.
1st. The pergunnah of Baroda	6,00,000
2nd. Ditto Petland	3,00,000
3rd. Talooka Ahmedabad	1,00,000
4th. Ditto Kerul	25,000
5th. The Sayer Kotee of the fort of Baroda	75,000
6th. Pergunnah of Kurree	1,50,000
7th. Ditto Raj Pimpla	45,000
	12,95,000

Baroda, the 21st April A.D. 1805.

Ratified by the Governor-General in Council on 18th March 1806.

AMENDED ARTICLE of the **TREATY** concluded between the **HONOURABLE COMPANY** and **RAJAH ANUND RAO GUIKWAR** on the 21st April 1805.

ARTICLE 13.

As the enemies of both States are the same, those who are in opposition to the Guikwar government, or in rebellion to it, can never, while acting in this manner, be admitted to the friendship of the Honourable Company; but should Canojee Guikwar, who comes under this description, repent and submit himself, it will be advisable to allow him a suitable pension, on which he may subsist, and reside at Bombay, or at any other place which may be equally safe and convenient.

Neither Canojee Guikwar nor Mulhar Rao Guikwar will have any other claim on the Guikwar government than the pension which has been assigned to the latter, and that which may eventually be assigned to the former; nor

will any future measure be taken with respect to those persons, or to any of the several dispersed members of the Guikwar family, otherwise than in full communication with, and by the free consent of, Anund Rao, the reigning prince and the acknowledged legal head of the family.

Ratified by the Guikwar on the 10th September 1806.

No. XXIV.

1808.

Seal of
Anund Rao
Guikwar.

M E M O R A N D U M.

Whereas mehals, etc., yielding a revenue of eleven lakhs and seventy thousand Rupees have been assigned in jaidad* for the Regiment of the Honourable English Company Bahadoor, and whereas the actual realizations from the mehals, as shown in the Memorandum received from the Company, and the amount of the doomalla,† enamee and other villages fall short of the (above) amount, there is a balance due of Rupees 1,76,168-15. Soorsun Tissa-wu Myatein-wu-Ulf.

The following are the particulars of the amounts agreed to be assigned to meet this balance :—

The amounts assigned from the beginning of Sunnut Saman-wu-Myatein, or Sumbut 1864, according to the actual realizations, as per Memorandum received from the Company, viz., Ghasdana (cess imposed in lieu of forage), from talooka Bhownuggur	74,500 0 0
Vuranth (order upon the public revenue) upon pergunnah Neryad, which was formerly given for the payment of the Putuk (body of horse) of Silledar Meer Kamaleddeen Hossein Khan, and which have become an unappropriated item in consequence of the abolition of the Surinjam of the said person	50,000 0 0
The actual realization of the three villages of Sokra, Sadra, and Muktuj, which were stated in the Memorandum dated the 11th Rubee-ool-Akhir Sunnut Saman, to yield a revenue of Rupees 2,500, and which have yielded Rupees 1,050 less, as per Memorandum received from the Company	1,450 0 0
Mouza Hyderabad, situated in the pergunnah of Modhen	1,000 0 0
Carried over . Rs. 1,26,950 0 0	

* An assignment in land for the maintenance of an establishment of troops.

† Alienated villages.

Brought forward . Rs. 1,26,950 0 0

The following doomalla (alienated) villages which were held by different persons have been resumed and assigned to meet the the balance in question, viz. :—

The villages of pergunnah Dhuvalka, viz. :—

Mouza Bhayet held by Guyabnee

Guikwar 4,500 0 0

Mouza Bidej held by Capabae

Guikwar 3,150 0 0

The two villages held by Bacha Jemadar, viz. :—

Rs. a. p.

Mouza Traj . . 6,000 0 0

Mouza Kurak . . 2,150 0 0

8,150 0 0

15,800 0 0

The villages of pergunnah Modhen, viz. :—

Mouza Ghora held by Silledar

Bhavoo Kallay . . . 900 0 0

900 0 0

The villages of pergunnah Mattur, viz. :—

The four villages of Modhow,

Jumma, Kutta, etc., held by Shreeputrao Narayan employed in the Paza Establishment. 8,100 0 0

Mouza Jijka and Mouza Gooradoo

held by the Nawab of Cambay 1,150 0 0

9,250 0 0

25,950 0 0

The villages of pergunnah Vijapur, viz. :—

Mouza Kuda held by Rumabae. 4,401 0 0

Mouza Oodaee held by Silledar

Sheoram Bulwunt . . 2,301 0 0

6,702 0 0

— 6,702 0 0

— 1,59,602 0 0

The following amounts assigned from the beginning of Sunnut Tissa-wu-Myatein or Sumbut 1865, viz. :—

Rungar Ghaut 3,750 0 0

Doomalla (alienated) villages, viz. :—

The balance of the revenue of Mouza Setra,

Pergunnah Mattur, held by Soobhanjee Poll

Pazedar, after deducting Rupees 550 on

account of the jaidad assigned for the fort

of Kaira 950 0 0

Carried over Rs. 950 0 0

3,750 0 0

1,59,602 0 0

Brought forward	.	950	0	0	3,750	0	0	1,59,602	0	0	
The villages of pergunnah Modhew, viz. :—											
The two villages held by Soobhanjee Poll on account of the Paza in his charge, viz. :—											
Mouza Gogruj	.	2,500	0	0							
Mouza Summadren	.	1,500	0	0							
					4,000	0	0				
Mouza Bhoomal, held by Essoo- baee Guikwar											
	.				4,200	0	0				
Mouza Piplug, held by Gujrabaee Guikwar											
	.				3,666	15	0				
					11,866	15	0				
								12,816	15	0	
									16,566	15	0
								Total	1,76,168	15	0

In this manner it is agreed to assign from this year on account of jaidad the amount of one lakh seventy-six thousand one hundred and sixty-eight Rupees and fifteen annas, the particulars of which have been stated above.

Be this known.

Dated 17th Jemmadee-ool-awul, or 12th July 1808.

It is decided upon.

Mortub
Sood.

Seal of
Anund Rao
Guikwar.

TRANSLATION of an ORDER from SIRCAR RAJESHREE ANUND
RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR,
to MUNCHURJEE KHOORSHEDJEE DESAEE, COMAVISHDAR of
RUNGUR GHAUT, SOORSUN, TISSA-WU MYATEIN-WU-ULF.

As the above-mentioned ghaut has this year been assigned on account of the jaidad for the regiments of the Honourable English Company Bahadoor,

you are to make it over (to the Honourable Company) and take a receipt. Be this known to you.

Dated 11th July 1808.

It is ordered.

Mortub Sood.

No. XXV.

SUPPLEMENT to the DEFINITIVE TREATY with the GUIKWAR —1817.

A definitive Treaty, consisting of seventeen Articles, in consolidation of all preceding engagements with the Guikwar State, was concluded at Baroda between the Honourable English East India Company and the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, his heirs and successors. The following Articles of engagement are now agreed on and settled as supplemental to the said Treaty by His Highness Futteh Sing Rao Guikwar, on the part of the said Maharajah Anund Rao Guikwar, and Captain James Rivett Carnac, on the part of the said Honourable Company, under full powers and authority granted to them respectively for that purpose :—

ARTICLE 1.

Whereas it has appeared highly expedient, in order effectually to provide for the maintenance of the interests of the alliance in Guzerat, and for the protection of the Guikwar dominions, that the additional means to those provided by the 3rd Article of the definitive Treaty, dated 21st April 1805, corresponding with 20th Mohurrun, 1220 Hegira, or Sumwut 1861, in the month of Chytre, should be furnished by the Honourable Company, the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor agrees to receive, and the Honourable East India Company to furnish, an increase to the present subsidiary force of one battalion of native infantry, of not less than one thousand men, with two regiments of native cavalry, of the same strength and complement as the cavalry regiment belonging to the Poona subsidiary force; and the Maharajah further engages to the admission and residence in the Guikwar territories of any number of British troops in excess to the subsidiary force, His Highness being liable to no additional charge on this account.

ARTICLE 2.

The subsidiary force will at all times be ready to execute the services expressed in the fourth Article of the Treaty dated 21st April 1805, corresponding with 20th Mohurrun 1220 Hegira, or Sumwut 1861, in the month of Chytre; and in the event of war breaking out with any of the powers of

India, it is agreed, conformably to the 12th Article of the aforesaid Treaty, that with the reserve of a battalion of native infantry to remain near the person of the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, or such a proportion as may appear necessary for the security of Guzerat, the residue of the subsidiary force now composed of four battalions of native infantry of one thousand men each battalion, or five battalions of eight hundred men, and two regiments of native cavalry, with one Company of European artillery, with their proportion of gun-lascars with the necessary ordnance and warlike stores and ammunition, shall be immediately put in motion for the purpose of opposing the enemy.

ARTICLE 3.

For the regular payment of the expense of the augmentation of the subsidiary force, as stipulated in the 1st Article of this engagement, His Highness Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor hereby assigns and cedes in perpetuity to the Honourable English East India Company all the rights which His Highness has obtained from the perpetual farm of the Peishwa's territories, subject to the city of Ahmedabad, as secured by the 15th Article of the Treaty of Poona, dated 13th June A.D. 1817, corresponding with the 27th Rujjub 1232 Hegira, or Sumwut 1873, in the month of Jeyst, it being distinctly understood that the engagements to His Highness the Peishwa contingent on the farm of the said territories are to be performed by the Honourable Company, and no claim of any description on such account is at any time to be preferred against the Guikwar government. The territories comprehended in the farm of Ahmedabad are detailed in the Schedule B, annexed to this Treaty.

ARTICLE 4.

Inasmuch as the pergunnahs belonging to the Honourable Company of Dubhoy, Bahadurpure, and Sowlee, from their proximity to Baroda, are peculiarly valuable to the Guikwar government, it is accordingly agreed that these districts be made over in perpetuity and full sovereignty to His Highness Anund Rao Guikwar, his heirs and successors, and that His Highness assigns for ever in full sovereignty his share of the city of Ahmedabad with the exception hereafter specified, and a proportion of the Guikwar share of the Petlaud district contiguous to the Company's territories, in perpetuity, and with all the rights of sovereignty thereof, in exchange for the aforesaid districts belonging to the Honourable Company, the territories of each party being received at the revenues specified in the annexed Schedule C. His Highness Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor having retained possession of his fort or havellie in the city of Ahmedabad, and its dependent possessions known under the denomination of the Duscoorae, it is further agreed and determined that His Highness only maintains a force in the said havellie sufficient for the purposes of revenue collections and police, and that His Highness's servants in the havellie will conduct themselves with strict regard to the rules and regulations within the city of Ahmedabad of the

Company's Government. The Honourable Company, on the other hand, hereby promises that every proper accommodation shall be afforded from the public authorities in the city to the servants of His Highness Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor residing at or stationed in the said havellie, as well as that all persons or troops subject to His Highness's authority at the havellie of Ahmedabad, or the Guikwar Duscocorae, shall not be amenable to the laws of the British Government, but made subject to His Highness's authority, who hereby agrees to afford satisfaction to the local authorities of the Honourable Company of adequate punishment according to his laws for any misconduct of his servants and dependants within the city of Ahmedabad. In consideration of the good-will and friendship which has so long happily subsisted between the Honourable Company and the Guikwar government, such goods and articles as may be *bonâ fide* required for private use or consumption of that family or of the ministers shall be allowed to be purchased at Ahmedabad, and to be sent from thence free of duties on being accompanied by a passport from the Resident at Baroda.

ARTICLE 5.

Whereas, by the exchange of districts stipulated in the foregoing Article, great advantages are derived in territorial extent and population from the possession of Dubhoy, Bahadurpore, and Sowlee, His Highness Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, adverting to this benefit, agrees to assign territory in the vicinity of Surat, or from his portion of the pergunnah of Petlaud, in exchange for the Mogullae claims of the Honourable Company, in virtue of his possession of the castle of Surat, on the districts belonging to the Guikwar in the province termed Surat Attavessee.

ARTICLE 6.

By Schedule A to the definitive Treaty, Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor ceded in perpetuity to the Honourable Company, for the expenses of a subsidiary force, certain districts with all the rights of sovereignty and produce thereof and all the forts they contain, from which districts the pergunnah of Vijapore has been exchanged for other districts of equal produce, as particularized in a separate list annexed thereto, conformably to which Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor engages to transfer in perpetuity all rights of sovereignty over those districts and all the forts which they contain to the Honourable Company, and the Honourable Company agrees to restore for ever the whole right of sovereignty over the district of Vijapore and the forts which it contains to Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor; and whereas, in consideration of the Maharajah having consented to the exchange of the district of Vijapore, the Honourable Company do promise that they will not apply in future to the Maharajah, his children, heirs or successors, for the exchange of any of the districts ceded by the definitive Treaty bearing date the 21st day of April 1805, corresponding with 20th Mohurum 1220 Hegira, or Sumwut 1861, in the month of Chytre, or of the other districts now exchanged for Vijapore, or for the exchange of any territory whatever.

ARTICLE 7.

Maharajah Anund Rao Guikwar Sena Khas Kheyl Shum-her Bahadoor having represented to the Honourable Company that on the island of Bate and in the province of Okamundel there are two places of Hindoo religious worship and devotion, and that the Guikwar government should be put in possession of these places, and the Honourable English East India Company being disposed to comply with the earnest desire of the Maharajah, the province of Okamundel and the island of Bate, with all the rights of sovereignty thereof and all the forts they contain, are accordingly given to the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, his heirs or successors, in perpetuity, and the Maharajah Sena Khas Kheyl Shumsher Bahadoor promises to allow in perpetuity a building on the island of Bate to the Honourable Company for depositing stores, free of any claim for tax or otherwise, and consents that all vessels, boats, servants, subjects, &c., belonging to the Honourable Company, as well as merchant vessels from the Honourable Company's ports, as may frequent any of the ports and places in the provinces of the Guikwar government, shall pass and repass without hinderance; and the Honourable Company, on the other hand, agrees that all vessels, boats, servants, subjects, &c., belonging to the Guikwar government, as well as merchant vessels from the ports of the Guikwar government, as may frequent the Honourable Company's ports, shall also pass and repass without hinderance. The Maharajah moreover promises that the person who may reside in charge of the Honourable Company's stores shall meet with no molestation whatever, and be treated with all due consideration.

ARTICLE 8.

Whereas, by the second clause of the 12th Article of the Treaty of the 21st April 1805, corresponding with 20th Mohurram, 1220 Hegira, or Sum-wut 1861, in the month of Chytre, the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor has stipulated to furnish his troops to act with the British forces on any great exigency. His Highness hereby further engages, in case of war, to bring forward the whole of his military resources for the prosecution of the war. The Honourable Company, on the other hand, agrees to take into consideration and determine the pretensions of the Guikwar government to benefit by any future partition of territory acquired in foreign wars. The Guikwar government also binds itself to maintain and hold at the disposal of the Honourable Company, to act with the subsidiary force wherever it may be employed, and to be subject to the general command of the officer commanding the British troops, a body of 3,000 effective cavalry to be supported exclusively at the expense of His Highness the Guikwar, and that His Highness will conform to the advice and suggestions of the British Government relative to the formation and equipment of the contingent of horse, its regular monthly payment, the condition of its arms and accoutrements according to the customs of the Guikwar government; its muster to be personally taken by the head of the Guikwar government, and at the time of payment on the day of the new moon in every month, the Guikwar government and the Resident at Baroda will also take the muster thereof, or if the

force is dispatched from Baroda on service, the officer who will be nominated by the Guikwar Sircar to its command and the officer who proceeds in command of the Honourable Company's troops shall jointly take the muster, agreeably to the aforesaid agreement made in that respect.

ARTICLE 9.

The contracting parties being actuated by a sincere desire to promote and maintain the general tranquillity and order of their respective possessions, and adverting to the intermixture of some of the territories belonging to the Honourable Company and the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, it is therefore hereby agreed that offenders taking refuge in the jurisdiction of either party shall be surrendered on demand without delay or hesitation.

ARTICLE 10.

All Articles of the definitive Treaty at Baroda, dated 21st April 1805, corresponding with 20th Mohurram, 1220 Hegira, or Sumwut 1861, in the month of Chytre, not contrary to the present engagement, are hereby confirmed.

ARTICLE 11.

The Supplemental Treaty, consisting of eleven Articles, being this day, 6th November 1817, corresponding with 25th Jilhej, 1232 Hegira, or Sanuwut 1873, in the month of Aswein, settled and concluded at Baroda, to be binding and permanent when ratified by His Excellency the Most Noble the Marquis of Hastings, K.G., Governor-General in Council.

Done at Baroda, 6th November A.D. 1817.

Witness :

J. R. CABENAC,

Resident.

L. S.

Memo.—This Treaty was ratified by His Excellency the Governor-General in Camp, at Mussowley, this 12th day of March one thousand eight hundred and eighteen.

(Sd.) J. ADAM,

Secretary to the Governor-General.

SCHEDULE B.*

Of the funds assigned and territories ceded in perpetual sovereignty by His Highness Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor to the Honourable English East India Company, under the Supplemental Treaty dated 6th November 1817, corresponding with 25th Zilhej 1232, or Sum-wut 1873, in the month of Aswein, in order to provide for the regular payment of the additional troops subsidised.

Districts composing the perpetual farm of Ahmedabad ceded and accepted at net Rupees 12,61,969-2-50, subject to all the conditions of the farm.

Half of the city of Ahmedabad, Peishwa Duscoorae, pergunnah Beerumgaum

Perauntej and Peishwa's share in Hursoolee and Morassa Punch Mehals as follows:—

Mahmoodabad	} Net rupees
Alleena, or otherwise Thamna	
Tasra	
Untrolee	
Balesenore and Veerpore	} 12,61,969-2-50
Half of the town and pergunnah of Petlaud	

(Sd.) J. R. CARNAC,

Resident at Baroda.

L. S.

* For Schedule A., referred to in Article 6, see page 129.

ADDITIONAL ARTICLE to the SUPPLEMENTAL TREATY, on a separate negotiation concluded with HIS HIGHNESS SYAJEE RAO GUIKWAR, the successor of HIS late HIGHNESS FUTTEH SING.

It having been stipulated in the 4th Article of the foregoing Treaty that in exchange for the districts of Dubhoy, Bahadurpore, and Sowlee, one half of the city of Ahmedabad, and a part of the villages in the Guikwar share of the pergunnah of Petlaud, be ceded to the Honourable Company, the contracting parties, on further consideration, have substituted the following arrangement, including therein a cession on account of the Mogullae dues on the districts belonging to the Guikwar in the Surat Attaveessee, as agreed for in the 5th Article of the same Treaty, namely, the district known as the Guikwar's Duscoorae (inclusive of doomala and enam assignments), with the havellie in the city and the cusba of Mota and the pergunnah of Turkesur in the Surat Attaveessee, as specified in the annexed detailed account of territories and rights so exchanged.

It being also mutually desirable, for the interest and convenience of both governments, and to promote more effectually the consolidation of their power and authority, that the rights over the cusba town of Petlaud shall be transferred to one or either of the contracting parties, His Highness Anund Rao Guikwar, &c., has agreed to cede in exchange for the Company's rights in the cusba of Petlaud only his rights in the cusba town of Omrul.

(Sd.) J. R. CARNAC,
Resident at Baroda. 1 L. S.

• The Company's Seal.	(Sd.) HASTINGS.
	,, G. DOWDESWELL.
	,, JAMES STUART.

Ratified by the Governor-General in Council this 28th day of November 1818.

(Sd.) J. ADAM,
Chief Secretary to Government.

No. XXVI.

SUBSTANCE of a LETTER from the HONOURABLE MOUNTSTUART ELPHINSTONE, GOVERNOR of BOMBAY, to HIS HIGHNESS SYAJEE RAO GUIKWAR, dated 3rd April 1820.

Since my arrival at Baroda we have had many interviews, at which, besides increasing the former friendship by personal intercourse, we have had various conferences regarding the manner in which you are to be vested with the administration of your own government. For the better remembering of the points settled, I now commit them to writing.

All foreign affairs are to remain as hitherto under the exclusive management of the British Government.

With regard to internal affairs Your Highness is to be unrestrained, provided you fulfil your engagements to the bankers, of which the British Government is guarantee. The Resident is, however, to be made acquainted with the plan of finance which Your Highness shall determine on at the commencement of each year. He is to have access to the accounts whenever he requires it, and is to be consulted before any new expenses of magnitude are incurred.

The guarantees of the British Government to ministers and other individuals must be scrupulously observed.

Your Highness to choose your own minister, but to consult the British Government before you appoint him.

The identity of interests of the two States will render it necessary for the British Government to offer its advice whenever any emergency occurs, but it will not interpose in ordinary details, nor will its native agent take a share as formerly in the Guikwar government.

This letter is written in the spirit of entire friendship and good-will towards your State, and I look to hear henceforward of your increasing prosperity and reputation.

No. XXVII.

TRANSLATION of a TREATY between the BRITISH and GUIKWAR GOVERNMENTS, dated the 3rd of April 1820.



Guikwar
Seal.

With the view of promoting the prosperity, peace, and safety of the country, and in order that the Guikwar government shall receive without

trouble and with facility the amount of tribute due to it from the provinces of Kattywar and Mahee Kanta, it has been arranged with the British Government that His Highness Syajee Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor shall not send his troops into the districts belonging to the zemindars of both the above provinces without the consent of the Company's government, and shall not prefer any claims against the zemindars or others residing in those provinces except through the arbitration of the Company's government: (on the other hand) the Company's government engage that the tribute, including Khurajaat, as fixed by the settlements of Sumwut 1814, A.D. 1807 and 1808, and of Sumwut 1868, A.D. 1811 and 1812, shall be paid by the zemindars to the Guikwar government free of expense. If in consequence of the misconduct of any zemindar or talookdar it becomes necessary to incur any considerable expense, the same, without any addition thereto, shall be defrayed by the said zemindar.

No. XXVIII.

TRANSLATION of a MEMORANDUM from the GUIKWAR GOVERNMENT, dated the 13th August 1825.

A memorandum has been received from the Residency, dated 9th of the first Shrawun Vud (August 9th, 1825), stating that a letter had been received by Mr. Willoughby from Mr. Newnham, Chief Secretary to Government, referring to the expedition of Colonel Walker into Kattywar in Sumwut 1864 (A. D. 1807-08), at which time the settlement in perpetuity for the tribute was adjusted, and pledges obtained from the Jhareja Rajputs that they would desist from their practice of female infanticide. Colonel Walker, it is stated, resolved at the time that the sums levied as fines from disturbers of the peace and other offenders should, through the clemency of government, be distributed in such sums as were suitable to the station in life of the parties concerned, to defray the marriage expenses of the females who should be preserved through this arrangement. This being brought to the notice of the Bombay Government by Captain Barnewall, the orders of Government have been forwarded to him, that through the British dependencies in Kattywar the sums realised in fines paid by disturbers of the peace should be appropriated as above specified; and Captain Barnewall has accordingly made the necessary arrangements. Further, Mr. Newnham's letter requires that information of his settlement should be given to the Guikwar government, and a suggestion be made of the propriety of its being extended to the Guikwar dependencies also in the same province. In communicating this an early answer was solicited, to which it is replied that the case under consideration is one of charity, and will procure the blessing of Heaven on both governments; therefore, whatever sums have been realised as fines on offenders since Captain Barnewall was placed in charge of the districts, or any extra revenue beyond

the tribute as fixed for perpetuity by Colonel Walker, may be appropriated as above specified, the disposal being year by year duly communicated to us, and the arrangement is highly satisfactory to this government.

No. XXIX.

RULES for the EXEMPTION from the PAYMENT of the DUTIES usually claimed by the GUIKWAR GOVERNMENT on the VESSELS which may be driven by STRESS of WEATHER into the PORTS of OKAMUNDEL, AMROLEE, and other MEHALS of KATTYWAR while on their voyage between BOMBAY and the ports of SINDH, agreeably to the WISHES of the BOMBAY GOVERNMENT, as intimated to me in a communication, dated 18th September 1844, No. 553.

RULE 1.

Should a boat on her voyage between Bombay and any port in Sindh be driven into the mehals of this Sircar by stress of weather, and land its cargo, no duty of any kind, and no port or anchorage fee, will be exacted, provided the vessel remains in the harbour only a reasonable time. If a single package be landed for the purpose of sale or traffic, or if the vessel refuse to pursue her voyage when able to do so, then the full amount of duty shall be levied on the whole cargo, and every port or other fee be also levied in the usual manner and the vessel treated in every respect as if consigned to the ports of this Sircar's mehals.

RULE 2.

Should a boat, under the circumstances mentioned at the commencement of Rule 1, put into the port of Okamundel, &c., in so bad a state as to be obliged to discharge her cargo into another boat which conveys it to its original destination, no duty will be levied, provided nothing is landed for sale, and provided no unnecessary delay takes place in the sailing of the boat with the transhipped cargo. Damaged goods may be landed and sold, under the sanction of the custom-house officers, on payment of the usual duties.

RULE 3.

Should a boat, under the above circumstances, put into the ports of Okamundel, &c., and undergo repairs, landing her cargo in the meantime, no duty will be levied, provided there is no unnecessary delay, and provided that

on reshipping, every package of the original cargo is duly accounted for to the satisfaction of the Custom Master of the port.

RULE 4.

Should a boat put into the ports of Okamundel, &c., under the circumstances above mentioned, and undergoes light repairs, without discharging any part of her cargo, no duty whatever will be levied, provided the repairs do not occupy more than a reasonable number of days.

RULE 5.

Should a boat put into the ports of Okamundel, &c., under the above circumstances, at the close of the season, and be compelled to lay up for the monsoon, security will, in the first place, be given for the full amount of customs due on the whole cargo, and all ports and anchorage fees shall be paid. The goods may then be landed and warehoused at the expense and risk of the owner or tindal of the vessel. The original invoice of the cargo, or an authentic copy, shall be deposited with the customs authorities; and if on reshipping it shall be discovered that a single package has been opened or missing, and cannot be accounted for satisfactorily, the full amount of customs shall be made good according to the security previously given. The goods must be reshipped in the same vessel which brought them, unless she be proved not seaworthy, in which case they may be forwarded on another. All damaged or perishable goods may be sold under the sanction of the custom-house officers and on payment of the usual duties.

RULE 6.

When any doubts arise as to the application of any of the above rules, the chief Guikwar authority of the mehals, if unable to settle the matter otherwise, will refer to the Political Agent, and act according to his opinion and advice. His Highness the Guikwar reserves to himself the full right of punishing any tindals, owners, or supercargoes of boats who attempt to evade these regulations and to take advantage of them for the purpose of defrauding the revenue of the Durbar. But should the offender belong to foreign jurisdiction, the Kamdar must refer the case to the Political Agent and act according to his advice, and, pending the receipt of that officer's reply, detain the offender in custody. The public must be duly made acquainted with these rules.

The same rules were issued by the Rao of Kutch with reference to the port of Mandavee, the only difference being in the last sentence, which runs: "But in all such cases the Rao will act in concurrence with and under the advice of the Political Agent"

No. XXX.

TRANSLATION of a YAD from HIS HIGHNESS the GUIKWAR to the RESIDENT at BARODA, dated 6th Rujjub 1250 (19th May 1850).

A Yad has been received from the Residency, under date the 4th instant, No. 257, communicating the purport of Mr. Secretary Goldsmid's letter relative to the exemption from payment of duties of vessels which, by stress of weather, may be driven into any of the ports in Kattywar belonging to the Durbar, and requesting that exemption to a similar extent to that conceded by the Chiefs in Kattywar be made by this government. The Durbar has to report that instructions have been issued to the Comavishdars of Okamundel and Amrolee agreeably to the wishes of the Bombay Government, but that should any boat remain in the port many days after the storm has ceased, for the sake of convenience, or with the intention of disposing of its cargo, or changing the same, from it alone shall duty be exacted; and the merchants in Kattywar residing at the ports belonging to the Durbar have also been informed of this arrangement; and in the event of their experiencing any annoyance from the Chiefs in Kattywar, &c., in consequence of this arrangement, that they should at once report the circumstance to the nearest British authorities, who will investigate the matter. To this effect it is requested the Resident will write to the Bombay Government.

No. XXXI.

ENGAGEMENT with the GUIKWAR in 1832.

PAPER by HIS HIGHNESS the GUIKWAR, dated the 6th April 1832.

The Right Honourable the Earl of Clare having told His Highness the Guikwar that as His Highness wished to settle the monthly pay of the 3,000 contingent horse at the disposal of the Company's Sircar, a good arrangement must be made to secure their being paid according to the Treaty. His Highness, after consideration, agrees that he will place in continual deposit with the Company Sircar ten lakhs of Rupees in cash, bearing no interest, from the present day, and he will pay the above 3,000 horse their monthly pay according to the Treaty. If he should fail in so doing, the Company Sircar shall, out of the said ten lakhs of Rupees, give to the Sirdar, who will, on the part of the Guikwar, be over the horse, the pay of the 3,000 horse for that month; according to the 8th Article of the Treaty, and according to custom, the said Sirdar shall pay the 3,000 horse, and the money thus taken out of the sum deposited shall be replaced by the Guikwar to complete the annual regular deposit of ten lakhs always. A conference on this having passed between His

Lordship and the Guikwar, it is prayed that His Lordship, taking the above into consideration, will be pleased to release the mehals in sequestration, in which will be shown the goodness and reputation of His Lordship.

Dated Baroāa, 5th Zilkad, or 6th April 1832.

FINAL PAPER executed by the RIGHT HONOURABLE LORD
CLARE, dated the 6th April 1832.

A memorandum has been received from His Highness the Guikwar, dated the 5th Zilkad; its contents are as follows:—There are 3,000 horse at the service of the British Government; His Highness the Guikwar agrees that he will place in continual (or running) deposit with the Company Sircar ten lakhs of Rupees in cash, bearing no interest, from the present day, and he will pay the above 3,000 horse their monthly pay according to the Treaty; if His Highness should fail in so doing, the Company Sircar shall, out of the said ten lakhs of Rupees, give to the Sirdar, who will on the part of the Guikwar, be over the horse, the pay of the 3,000 horse for that month; and according to the 8th Article of the Treaty, and according to custom, the said Sirdar shall pay the 3,000 horse, and the money thus taken out of the sum deposited shall be replaced by the Guikwar to complete the annual regular deposit of ten lakhs always; His Highness prays, therefore, that the mehals sequestrated be released. His Lordship agrees to the above; therefore on the abovementioned continual deposit being placed with the British Government, the mehals shall be released from sequestration fifteen days after the date of the deposit, when the Chor Chittees shall be delivered up.

Baroda, 6th April 1832.

No. XXXII.

TRANSLATION of a MEMORANDUM presented by HIS HIGHNESS
SYAJEE RAO GUIKWAR to the HONOURABLE the GOVERNOR
at BARODA, dated 8th of Zilhez 1241, or 1st February 1841.

In consequence of disputes existing between the British Government and the Guikwar State, His Excellency the Governor of Bombay, Sir J. Carnac, Bart., has visited Baroda, and a personal conference has taken place. Much discussion arose on the subject of the 3,000 horse kept up by the Guikwar State at the disposal of the British Government, and on their so remaining

according to the Treaty at their present strength, and also on the payment by the Guikwar of the new Risala raised by the British Government; the Guikwar, having in view a perfect friendship and union between the two States and the full contentment of the distinguished Governor, agrees to pay the new Risala from the day on which it was raised up to the end of the month of Pous in the Sumwut year 1897 (January 1841), giving credit in the accounts for the amount, and from that date to allow the expense of the Risala, at an annual charge not exceeding three lakhs of Rupees, to be deducted from the collections of the tribute made on account of His Highness by the British Government: the Risala is to remain, as at present, entirely under the orders of the British Government.

TRANSLATION of a MEMORANDUM presented by the HONOURABLE the GOVERNOR, SIR J. R. CARNAC, BART., to HIS HIGHNESS the GUIKWAR, on the 1st February 1841.

The British Government having made a proposal to His Highness the Guikwar to keeping up 1,500 horse out of the 3,000 maintained by His Highness, to which proposal His Highness did not consent, as not appearing in accordance with the Treaty; in consequence of the re-establishment of the friendship between the two States it is determined that the treaty between the States, including the matter of the 3,000 horse, is to remain in force.

TRANSLATION of a LETTER addressed to the HONOURABLE SIR J. R. CARNAC, BART., ETC., by HIS HIGHNESS SYAJEE RAO GUIKWAR, dated 15th of Zilhez, Sumwut 1897, 8th February 1841.

A demand has been made that out of the 3,000 horse maintained by Treaty by this government at the disposal of the Honourable Company, 1,500 horse should be taken by the Honourable Company; but this does not appear correct under the Treaty, and by keeping the 3,000 horse, which are at present at the disposal of the Honourable Company, the appearance of perfect friendship between the two States and reputation will remain established. In this there should be no difference. Earnestly desiring that there should be no dispute between the two governments, and that a good understanding should exist, as formerly, I wrote to you with great urgency, inviting you to visit me, which you have kindly done; and on your arrival at Baroda I have explained to you all my difficulties, the pressure of my debts, and the expenses of my family and dependants. You then spoke to me on the subject of bearing the expenses of Roberts's new Risala of horse, upon which, as I desired to

do nothing beyond your wishes, and considered you as my father and protector, I gave my consent to allow annually to the extent of three lakhs of Rupees in the accounts for the cost of this Risala (agreeably to the new demand now made upon me); including the back pay (from the date on which the corps was raised), being influenced entirely by my confidence in you and my own helplessness. But I now represent to the Honourable Company and to your Honour that the debt on this State is heavy; that the expenses of my family and hereditary dependants are great. This you have yourself seen; and it is for the Honourable Company and for your Honour to enable me to support this, and to confirm the prosperity and reputation of the Guikwar State. The burden of myself and of my government rests entirely upon you, and my prosperity and reputation are yours. The Honourable Company and your Honour are alike the protector of my dignity, and from you it will meet with no molestation. I am acting in accordance with the Honourable Company's government; therefore, as, in consequence of the new burden of three lakhs of Rupees per annum, which the maintenance of this body of horse entails on the Guikwar government, the welfare of this government is placed in difficulty, it is earnestly requested for the satisfaction of this government that your Honour will, in kindness and without considering it a diminution of friendship, procure from the Honourable Company a release from this stipulation.

LETTER TO HIS HIGHNESS the GUIKWAR, dated 8th February
1841.

Before leaving Baroda, to which place I have come at the earnest request of your Highness, I deem it right to address to you a few words of advice on the completion of the business which has been engaging my attention during my stay, and on the restoration of the good understanding between your Highness and the British Government, which, I trust, may never again be disturbed.

Your Highness's acquiescence in the demand made upon you for the maintenance of the Risala of horse now under Major Roberts, and of a body of horse for service in the tributary districts, combined with the earnest desire which you have evinced for a reconciliation with the British Government, and your promises to preserve inviolate all existing guarantees, and to be guided by the counsels of the British Representative at your Highness's Court, has enabled me to renew the bonds of amity between the two governments, which had been broken by repeated acts of your Highness: and it is with pleasure that I have been able, in consequence, to restore to your Highness the sequestered pergunnah of Petlaud and the revenues of the tributary districts. I have likewise, at your earnest request, and on your promise to allow in the accounts of the tribute for whatever sum may be awarded to the Dessai of Nowzarie, removed the attachment on that cusba:

Before restoring Petlaud to your Highness, I should have deemed it necessary to require from you in writing the most ample security against the ill-treatment of any of your Highness's subjects in that district in consequence of their adherence to the British Government while in temporary occupation of it. In deference, however, to your strong remonstrances against this measure, as being derogatory to your dignity and honour as a sovereign Prince, unnecessary, judging from the absence of all complaint from the districts formerly under attachment, which were released during the government of Lord Clare, and dangerous as likely to give rise to causes of collision, I refrained from pressing it on your Highness, and contented myself with receiving from you a solemn promise that you would act towards the ryots of Petlaud as towards the rest of your Highness's subjects, and allow them to suffer no molestation whatever on account of their having obeyed the orders of the British authorities or assisted them in the management of that province. Your Highness will recollect that this promise was made without reservation in the presence of the Chief Secretary in attendance on me, the Resident, and his Assistant, and on the full understanding that a breach of it would, although no written engagement was executed, subject the district to re-attachment and final annexation to the British territory. I repose implicit confidence in your Highness's promise, and I feel assured that on no occasion shall I regret having done so; but at the same time I deem it my duty again to repeat that the British Government will never submit to a breach of this promise, or allow the shadow of an imputation of bad faith to rest upon it by a neglect to secure from oppression those who are, on all principles of justice, entitled to our protection.

Your Highness is aware that the demand which I made upon you, as the basis of any settlement and of the restoration of the good understanding between the two governments, was for the maintenance of Major Roberts's Risala from your Highness's revenues, to be subject entirely to the control of the British Government; and to the provision by your Highness of a body of horse, of the nature required by the Treaty of 1817, of not less than 1,500 men for service in Kattywar, etc., the districts on which we collect your Highness's tributes. Your Highness consented to the maintenance of Roberts's horse in the manner proposed, but desired that you might be allowed in addition to keep up the whole contingent required by the 8th Article of the Treaty of 3,000 horse, in order that the terms of the Treaty might be strictly observed. I consented to this, but at the same time I informed you that the British Government required only 1,500 for service in Kattywar, etc. Should your Highness at any period desire to reduce your contingent to that number for employment in those provinces, no objection will be raised to that proceeding; but in that number your Highness must retain those persons, as Meer Surapaz Ali and others, whose restoration to your service has already been acceded to by your Highness as one of the demands which the British Government made against you.

Your Highness, on the conference which I had with you on the 2nd instant, presented me with a memorandum of 31 items on matters requiring settlement. I informed your Highness that after perusing them, the greater

part of these were matters which must be left to the Resident to adjust. On two points, however, I explained to you the determination of the British Government, which it is well that I should here repeat: they relate to the attendance of the Resident and the British troops at the festivals of the Dussara and Gunputtee, and the presentation of honorary dresses (Aher) by the Resident on the part of the British Government, on festive occasions, on your Highness's family.

It is needless here to recapitulate the grounds on which the decision of the British Government on this point is founded. It is sufficient to state, in respect to the first, that I have instructed the Resident to pay to your Highness, as the head of the Guikwar State, the requisite honours on your progress on these State occasions; he will accordingly, on receiving from you an intimation of the day and hour at which your procession will leave the palace, attend with the troops at some convenient spot, which will be fixed upon in communication with your Highness, and there, without joining in the procession, pay all military honours due to your rank. I trust your Highness will be satisfied with the concession, which is the utmost that can be admitted under the imperative orders of superior authority.

It is contrary to the rule established for the guidance of the Honourable Company that presents should on any occasion be given or received. Although, as head of the Government of Bombay, I have thought fit to admit a deviation from this rule (and I am happy to have had it in my power, during my present visit, to present an Aher to your Highness on the occasion of the birth of a son to your Highness's eldest son, Rao Sahib), the Resident cannot be permitted to accept or present such gifts.

I must urge on your Highness the absolute necessity of your strictly observing the repeated promises you have made to me to respect in their fullest extent all guarantees of the British Government; a contrary course has already brought your Highness to the verge of ruin, and you may rest assured that it is only by an implicit maintenance of these engagements that the good understanding now happily re-established between the two governments can continue. The British Government in no way wishes to interfere in the internal administration of your Highness's territory, of which it acknowledges you to be the sole sovereign. It will enjoin upon all holders of the British guarantee to regard you in that light on pain of its severe displeasure, and to observe the utmost respect and submission in all communications with your Highness; but still it cannot be released from the obligation of seeing that your Highness preserves inviolate, in the most minute particular, every Bhandaree engagement of which the British Government is a party.

I have on several occasions taken an opportunity of speaking to your Highness on the subject of the evil advisers by whose counsel your Highness has been led into difficulty, and more especially of Veneeram Aditram. I have received with pleasure your Highness's assurances that since your proclaimed dismissal of that individual, you have had no communication, direct or indirect, with him, and I rely on your adhering to the determination to banish him from your service and your counsels for ever.

When I consented, at your Highness's earnest solicitation, at our meeting of the 2nd instant, to admit the introduction to me of certain individuals whose removal from your service had been required of you in consequence of their being the friends and associates of Veneeram, your dismissed minister, I begged your Highness clearly to understand that my consent was given purely out of a regard to your Highness's feelings, and in no respect as indicating my confidence in them, or in their fitness for employment in your Highness's service. I have confidence in your Highness alone and in your reiterated promises to reject the advice of evil-disposed persons, and to study never again to incur the displeasure of the British Government.

Your Highness will be careful, therefore, never to employ any of these individuals in any transaction whatever with the British Government, or in any business connected with our guarantees, the holders of which have been on many occasions so grievously oppressed.

Bappoo Urgura.
Baba Napbra.

| Gunesb Punt.
| Baboo Pooramish.

I have spoken to your Highness on the subject of the nomination of a minister : you are aware that you are bound to appoint a person to this office, with the approbation of the British Government. You inform me that you desire no minister, and that you will yourself transact all matters of business with the Resident. As a mark of my friendship for your Highness and of my confidence in the continuance of this good understanding which I observe to exist between you and the Resident at your Court, I have consented to waive the demand for the fulfilment of this stipulation during such period as your Highness may act up to your profession, and be guided, in all matters in which the British Government has any concern, by the good counsel of the British Representative. I feel confident that the trust which I am reposing on your Highness will not be misplaced, and that it will not be necessary, at any future period, to enforce on you a measure to which you express yourself decidedly averse.

Having happily restored our former friendly relations, which I trust can never again be interrupted, I leave you in the full expectation that you will faithfully and implicitly observe all existing treaties and engagements ; that you will respect in the minutest point every existing Bhandaree, adjusting, in communication with the Resident, every pending dispute on just and equitable principles, and allowing no occasion to arise for future differences ; and that you will study by every means in your power to consolidate your alliance with the British Government. I have appointed to your Court a Resident, Mr. Boyd, with whom I am gratified to observe that your Highness is on the most friendly footing of intimacy and cordiality ; and I recommend your Highness to continue this good understanding with him and to be guided by his friendly advice. Finally, I congratulate your Highness on the state of kindness and unanimity which I observe to exist between the several members of your Highness's immediate family, and I beg to assure you that I shall ever take the warmest interest in their welfare. I rejoice that I have had this opportunity of visiting you, and renewing that intimacy which commenced with your early youth ; and I entreat you to believe that in all the advice which I have given you (I trust effectually), I have been influenced

solely by a regard to your own welfare and to the maintenance of your high position as the head of the Guikwar State. It will ever be to me a source of much gratification to hear of Your Highness's welfare, and to be informed that, by a strict adherence to existing engagements, Your Highness has merited the oblivion of the past, and is pursuing a steady and honest course for the future. I now bid Your Highness an affectionate farewell.

(Sd.) J. R. CARNAC.

8th February 1841.

No. XXXIII.

TRANSLATION of YAD from BRIGADIER-GENERAL SIR R. C. SHAKESPEAR, RESIDENT at BARODA, to HIS HIGHNESS MAHARAJAH KHUNDI RAO GUIKWAR SENA KHAS KHEYL SHUM-SHER BAHADOOR, No. 471, dated Baroda Residency, the 14th June 1858.

The Right Honourable Lord Elphinstone, Governor of Bombay, Major General Roberts, lately Commanding Northern Division of the Army, and myself, have all written to the Right Honourable the Governor General of India, mentioning the friendship of the Guikwar and the assistance afforded by him during the past year.

To-day I have received a letter from the Secretary to the Government of India, with the Governor General at Allahabad, No. 1519, of date the 31st May 1858, informing me that His Lordship is so gratified at hearing of His Highness Khundi Rao Guikwar's fidelity and devotion that he has been pleased to order that all that part of the kharita of Sir James Carnac, Governor of Bombay, to Syajee Rao Maharaj, of date 8th February 1841, which relates to Roberts's Risala and the Guikwar's contingent horse, and also the whole of the Yad of Maharajah Syajee Rao Guikwar, of date 1st February 1841, agreeing to pay three lakhs of Rupees a year for the maintenance of Roberts's Risala—these three matters above written, namely, what is written in the kharita about the Risala and about the contingent horse, and the Yad regarding the three lakhs—shall be remitted, and that in future the arrangement on these points between the two governments shall be that specified in the 8th Article of the Treaty of 6th November 1817; but when the 3,000 contingent horse are not required to go with the subsidiary force on service, then, in the same way as at present they do duty in the tributary mehals in Guzerat and Kattywar, they shall continue doing duty in the tributary mehals as the British Government may require.

The Secretary to the Government of India does not mention in his letter the date from which this arrangement is to commence, but I will write, and on the answer arriving I will inform the Maharaj.

I have great pleasure in communicating this good news. The Maharajah has always acted towards me as a friend, and I enjoy this good news which has come for the Maharajah as much as if it concerned myself.

**TRANSLATION of Yad from HIS HIGHNESS MAHARAJAH KHUNDI
RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR to
BRIGADIER-GENERAL SIR R. C. SHAKESPEAR, RESIDENT at
BARODA, No. 625, dated the 17th June 1858.**

A Yad, No. 471, of date 14th June 1858, has been received from the Residency to the following effect:—That the Right Honourable Lord Elphinstone, Governor of Bombay, and Major General Roberts, Commanding the Northern Division of the Army, and I, wrote to the Right Honourable the Governor General of India particulars regarding the friendship of the Guikwar Sircar and the assistance it had afforded during the past year. That on this a letter, No. 1519, dated 31st May 1858, from the Secretary to the Government of India, has been received to the following effect:—That the Right Honourable the Governor General Bahadoor being greatly pleased on hearing the accounts of the fidelity and friendship of the Maharajah Khundi Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, has given an order for the remission of the three matters as here detailed, namely, all that which is written about Roberts Sahib's Risala and about the contingent horse in Governor Carnac Sahib's kharita written on 8th February 1841, and the Yad of 1st February 1841 which Syajee Rao Maharaj wrote, agreeing to give three lakhs a year for the maintenance of Roberts Sahib's Risala; and that in future the arrangement on the above matters between the two governments will proceed according to the 8th Article of the Treaty executed on 6th November 1817; but when the contingent horse are not required to go with the subsidiary force on service, then, in the same way as at present they do duty in the tributary mehals in Guzerat and Kattywar, they shall continue doing duty in the tributary mehals as the British Government may require; that in the letter from the Secretary to the Government of India the date from which this arrangement is to commence is not written; therefore I will write regarding that point, and on receiving the answer I will inform the Maharajah.

I beg to reply that I have been very greatly pleased on seeing the contents to the effect that the Right Honourable the Governor General, in the way of kindness and patronage, has remitted the three lakhs for the expense of the Risala, and I beg to write that in future there will remain on the part of this Sircar the arrangement for 3,000 sowars remaining in service according to the received request written in the Yad.

By this being done I am greatly obliged, and it is good in respect to good report, and the friendship between the two governments has been clearly displayed. From the expense also of the Risala falling (on me), the weight of debt was going on increasing up to the present day, and this caused much anxiety. In short, the character, good name, and honour of this government are of the Honourable Company Bahadoor and the Right Honourable the Governor General Bahadoor; therefore, in

* The Right Honourable the Governor General. right of friendship, I beg to address my patron* to the effect that the friendship of the two governments has come down from generation to generation, and for the increase of it I have always been careful and have acted according to the good advice of the Resident Sahib.

Therefore, having taken the above written substance into consideration, I hope that you will forward to the Right Honourable the Governor-General from this government the representation of its pleasure.

KHUREETA TO THE GUIKWAR.

After compliments.—I have learnt with great satisfaction, from the reports which the Resident at your Highness's Court has from time to time submitted to me, the acts by which your Highness has shown in an unmistakable manner throughout the late disturbances that your Highness has identified your own cause with that of the British Government on behalf of the authorities in England and of myself: I thank you heartily for the proofs of friendship which you have afforded during a time of trouble.

In consideration of your fidelity and friendship, I have resolved to remit the payment of the sum of rupees three lakhs per annum, which was imposed upon the Guikwar State in the year 1841 for the maintenance of the Guzerat Irregular Horse; and as a mark of consideration for your Highness, I have further determined that this remission shall have retrospective effect from the date of your Highness's accession to the guddee.

I have much pleasure in forwarding for your Highness' acceptance a pair of Morchals, and trust that they may be regarded as a token of the cordial esteem in which your Highness is held by the British Government.

(Sd.) CANNING.

No. XXXIV.

AGREEMENT between the BRITISH GOVERNMENT and HIS HIGHNESS FARZAND-I-KHAS-I-DAULAT-I-INGLISHIA MAHARAJA SAYAJI RAO GAEKWAR SENNA KHAS KHEL SHUMSHER BAHADUR, GAEKWAR of BARODA—1881.

Whereas by Article 8 of the Supplemental Treaty between the British Government and the Baroda Darbar of the 6th November 1817, it was agreed that His Highness the Gaekwar of Baroda should maintain and hold at the disposal of the Hon'ble Company, to act with the subsidiary force wherever it may be employed, and to be subject to the general command of the Officer Commanding the British Troops, a body of 3,000 effective cavalry to be supported exclusively at the expense of His Highness the Gaekwar; also that His Highness would conform to the advice and suggestions of the British Government relative to the formation and equipment of the contingent of horse, its regular monthly payment, and the condition of its arms and accoutrements according to the customs of the Gaekwar Government.

And whereas His Highness Khunde Rao Gaekwar Sena Khas Khel Shumsher Bahadur, in a letter, dated 17th June 1858, to the address of Sir R. C. Shakespear, then Resident at Baroda, agreed that "when the contingent horse are not required to go with the subsidiary force on service, then in the same way as at present they do duty in the Tributary Mahals in Guzerat and Kathiawar, they shall continue doing duty in the Tributary Mahals as the British Government may require."

And whereas it is now considered advisable that the duties heretofore performed by the contingent of 3,000 horse in the Tributary Mahals, should be in future performed by a body of mounted and foot police, entirely under the control and management of the British Government.

The following Articles are therefore agreed upon:—

1. In consideration of an annual payment by the Baroda State of a sum of 3½ lakhs of rupees, the British Government release the Baroda State from its obligation to maintain the contingent of 3,000 horse on the terms, and for the purposes, cited above.

The cessation of these obligations to have effect from such date as may hereafter be fixed by the British Government.

2. The annual payment stipulated under Article 1 shall be adjusted by deduction of the sum stated from the tribute collected by the British Government on behalf of His Highness the Gaekwar in the States known as the Tributary Mahals. If the amount of the tribute thus collected in any one year falls short of the sum to be deducted, the Baroda State will make up the difference.

3. In view to the formation of the police force which will be required to perform the duties of the Baroda Contingent, the British Government will

enlist a number of the men now belonging to the said contingent, not less than four hundred, provided that such a number of men be found in every way fit for the service. If the Baroda State desires more than four hundred men to be enlisted, the British Government will make no objection upon the condition of fitness already stated.

4. The Baroda State will give, with the men enlisted on the above conditions, free of charge, a horse for each man enlisted, such horses being selected from those belonging to the Baroda State now in the said contingent by British officers appointed for the purpose. Should suitable horses not be available from among those of the contingent belonging to the Baroda State, the State will, at its own cost, furnish horses to be approved by the British officers aforesaid.

5. The Baroda State will give to the British Government, free of charge, all barracks, pagahs, lines or buildings, the property of the State, now existing in the cantonments of the contingent in the Tributary Mahals, Guzerat, and Kathiawar. Such of the buildings in these cantonments as are the property of Pagahdars of the contingent shall be purchased from them by the British Government, and, in future, no person, except such as are enlisted in the new police force, shall be permitted to reside in these buildings.

6. The contingent of 3,000 horse will be disbanded; and the Baroda State hereby undertakes to carry out the measures necessary for its dissolution with due consideration for the interests and reasonable expectation of those who are now connected with the existing organization of the contingent.

Signed at Baroda on the 8th day of September one thousand eight hundred and eighty-one.

(Sd.) T. MADAVA ROW,
Dewan.

(Sd.) P. S. MELVILLE,
Agent to the Governor-General.

(Sd.) RIPON,
*Viceroy and Governor-General
of India.*

This Agreement was ratified by the Governor-General of India in Council at Simla on the 29th day of September A.D. 1881.

(Sd.) CHARLES GRANT,
*Officiating Secretary to the Government of India,
Foreign Department.*

No. XXXV.

ADOPTION SUNNUD granted to HIS HIGHNESS the MAHARAJAH
GUIKWAR of BARODA—1862.

Her Majesty being desirous that the governments of the several Princes and Chiefs of India who now govern their own territories, should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, the adoption by yourself and future rulers of your State of a successor according to Hindoo law and to the customs of your race will be recognized and confirmed.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, grants, or engagements which record its obligations to the British Government.

(Sd.) CANNING.

The 11th March 1862.

No. XXXVI.

PROCLAMATION—1875.

To all whom it may concern.

Be it known that *Whereas* an attempt has been made at Baroda to poison Colonel R. Phayre, C.B., the late British Resident at the Court of His Highness the Gaekwar, and evidence has been adduced to the effect that His Highness Mulhar Rao Gaekwar instigated the said attempt to administer poison to Colonel Phayre;

And Whereas to instigate such attempt would be a high crime against Her Majesty the Queen and a breach of the condition of loyalty to the Crown under which Mulhar Rao Gaekwar is recognized as ruler of the Baroda State, and moreover such an attempt would be an act of hostility against the British Government, and it is necessary fully and publicly to enquire into the truth of the charge and to afford His Highness Mulhar Rao Gaekwar every opportunity of freeing himself from the grave suspicion which attaches to him;

And Whereas in consequence thereof it is necessary to suspend Mulhar Rao Gaekwar from the exercise of power and to make other arrangements for the administration of the Baroda State :

It is hereby notified that from this date the Viceroy and Governor-General of India in Council temporarily assumes the administration of the Baroda State, and delegates all the powers necessary for the conduct of the administration to the Agent to the Governor-General and Special Commissioner at Baroda. The administration will be conducted, as far as possible, in accordance with the usages, customs, and laws of the country.

All Sirdars, Inamdars, Zemindars, and inhabitants of the Baroda territories, and all officers and persons whatsoever in the civil and military service of the Baroda State, or liable to be called upon for such service, are hereby required to submit to the authority of and render obedience to the said Agent to the Governor-General and Special Commissioner during such time as the State may be under the administration of the British Government.

In accordance with the gracious intimation made to the Princes and Chiefs of India that it is the desire of Her Majesty the Queen that their Governments should be perpetuated, and the Representation and Dignity of their Houses should be continued, a Native Administration will be re-established in such manner as may be determined upon after the conclusion of the enquiry and after consideration of the results which such enquiry may elicit.

By order of the Viceroy and Governor-General of India in Council.

FORT WILLIAM :
The 13th January 1875.

(Sd) C. U. AITCHISON,
Secy. to the Govt. of India.

No. XXXVII.

PROCLAMATION—1875.

To all whom it may concern.

His Highness Mulhar Rao, Gaekwar, was suspended from the exercise of power, and the administration of the Baroda State was temporarily assumed by the British Government, in order that a public enquiry might be made into the truth of the imputation that His Highness had instigated an attempt to poison Colonel R. Phayre, C. B., the late Representative of the British Government at the Court of Baroda, and that every opportunity should be given to His Highness of freeing himself from the said imputation.

The proceedings of the Commission having been brought to a close, Her Majesty's Government have taken into consideration the question whether His Highness Mulhar Rao, Gaekwar, shall be restored to the exercise of sovereign power in the State of Baroda.

The Commissioners being divided in opinion, Her Majesty's Government have not based their decision on the enquiry or report of the Commission, nor

have they assumed that the result of the enquiry has been to prove the truth of the imputations against His Highness.

Having regard, however, to all the circumstances relating to the affairs of Baroda from the accession of His Highness Mulhar Rao, Gaekwar, to the present time, his notorious misconduct, his gross misgovernment of the State, and his evident incapacity to carry into effect the necessary reforms; having also considered the opinion of the Government of India that it would be detrimental to the interests of the people of Baroda and inconsistent with the maintenance of the relations which ought to subsist between the British Government and the Baroda State, that His Highness should be restored to power, Her Majesty's Government have decided that His Highness Mulhar Rao, Gaekwar, shall be deposed from the sovereignty of Baroda, and that he and his issue shall be hereafter precluded from all rights, honours, and privileges thereto appertaining.

Accordingly His Excellency the Viceroy and Governor-General in Council hereby declares that His Highness Mulhar Rao, Gaekwar, is deposed from the sovereignty of the Baroda State, and that he and his issue are precluded from all rights, honours, and privileges thereto appertaining.

Mulhar Rao will be permitted to select some place in British India, which may be approved by the Government of India, where he and his family shall reside with a suitable establishment and allowances to be provided from the revenues of the Baroda State.

Her Most Gracious Majesty the Queen, in re-establishing a Native Administration in the Baroda State, being desirous to mark her sense of the loyal services of His Highness Khundee Rao, Gaekwar, in 1875, has been pleased to accede to the request of his widow, Her Highness Jumnabae, that she may be allowed to adopt some member of the Gaekwar house, whom the Government of India may select as the most suitable person upon whom to confer the sovereignty of the Baroda State.

The necessary steps will accordingly be immediately taken to carry into effect *Her Majesty's* commands. In the meantime, with the consent of His Highness the Maharaja of Indore, Sir Madava Rao, K.C.S.I., will at once proceed to Baroda, and conduct the administration of the State as Prime Minister, under instructions which he will receive from the Governor-General's Agent and Special Commissioner at Baroda.

In conferring the sovereignty of the Baroda State, no alteration will be made in the Treaty engagements which exist between the British Government and the Gaekwars of Baroda, and the new Gaekwar will enjoy all the privileges and advantages which were conveyed to the Gaekwar of Baroda in the *Sunnud* of Earl Canning, dated the 11th of March 1862.

By Order of His Excellency the Viceroy
and Governor-General of India in Council,

(Sd) C. U. AITCHISON,

The 19th April 1875.

Secretary to the Government of India.

No. XXXVIII.

MEMORANDUM of points discussed and understanding arrived at as regards OPIUM and ABKARI at a conference held between the COMMISSIONER of CUSTOMS, SALT, OPIUM, and ABKARI, BOMBAY, and the MINISTER of HIS HIGHNESS the MAHA-RAJA GAEKWAR—1886.

Opium.

1. With reference to previous correspondence it is settled that the minimum selling price of opium in British districts in Guzerat, His Highness's territory and adjacent native states, shall be Rupees 1-4 per lb. (of 40 tolas) in advance of the rate fixed by the British Government for the issue of opium from Government depôts—*i.e.* opium shall not be retailed in any portion of the said territories at a rate lower than Rupees 1-4 in advance of the issue rate for the time being in force.

2. This arrangement to be tentative for two years from 1st August 1887.

Abkari.

3. The still-head duty rates in force in the portion of the Naosari Division in which the Central Distillery system prevails to be increased to the rates obtaining at present in the adjacent British Talukas.

4. With regard to the abkari arrangements for the Mahals of Songhad and Vyara and the Peta Mahal of Vakal, His Highness's Government will study the system now prevalent in the neighbouring British Mahal of Nowapura and Taluka of Pempalner, and if found suitable and unobjectionable will introduce it experimentally in the said mahals of Songhad and Vyara and the Peta Mahal of Vakal from 1st August 1887.

5. His Highness's Government proposes to introduce the Central Distillery system in the Baroda Division from the 1st August 1887 generally on the same principles as in the Naosari Division, provided a corresponding system is introduced in the contiguous British districts and other Native States.

6. For the further protection of the abkari revenues of both Governments, it is considered desirable to retire, as far as possible, the liquor shops of either Government to a distance of at least two miles from the frontier. It may however be necessary to make exceptions to this rule—*e.g.*, liquor shops must be allowed in Naosari, although situated within two miles of the British frontier. In cases in which the rule about retirement of shops to a distance of two miles from the frontier may be found to cause inconvenience to a large number of the population, by cutting off their liquor supply, it may be necessary to allow a shop either in British or Geekwadi territory, within the two

miles limit, to supply the surrounding British and Gaekwadi villages with liquor, that is to say, a liquor shop in a Gaekwadi village might be allowed to supply liquor to neighbouring British villages while another shop in a British village might be allowed to supply adjacent Gaekwadi villages—the choice of all such shops being so made as to balance the loss and gain to either Government. At all shops, British or Gaekwadi, allowed within the two miles belt, liquor shall be sold of the same strengths and at prices not lower than the minimum prices to be settled by mutual consent.

7. In the case of isolated Gaekwadi villages surrounded by British territory and *vice versa*, it would be desirable to arrange that each such village should be supplied with liquor from the nearest distillery, whether in Gaekwadi or British territory, the duty levied thereon being payable to the Government to which the village belongs. If, however, the Government to which such village belongs wishes to supply it with liquor from its own distillery, it is at liberty to do so, but in that case a minimum selling price will be fixed for the village by mutual consent.

8 To carry out the foregoing arrangement (*vide* paragraphs 6 and 7) special officers appointed by their respective Governments should meet at an early date and submit to their respective Governments their respective proposals with regard to each village and shop affected, together with a map of the territory concerned, and the matter should finally be decided at a personal conference between the British Commissioner of Abkari and the Dewan.

9. His Highness's Government reserve for further consideration the question of the levy of a tree tax on toddy-producing trees growing in His Highness's territory.

10. The object of the British Government being the protection of its own Abkari revenue, it will suffice for all practical purposes if the arrangements above set forth, as regards a belt of two miles, and as regards isolated villages, are satisfactorily carried out. As to the interior parts of the Baroda territory beyond the belt of two miles, and the isolated villages, His Highness's Government is free to make its own arrangements for its abkari administration.

11. The above arrangements having been settled in deference to the wishes of the British authorities and for the protection of British revenue, it is to be understood that they are subject to revision by mutual consent, should circumstances render such a course expedient in future.

(Sd.) J. MOORE,

Acting Commissioner,

Customs, Salt, Opium and Abkari.

BARODA, }
14th November 1886 }

(Sd.) LAXUMAN JAGANATH,
Dewan, Baroda State.

No. XXXIX.

TRANSLATION of an ANSWER from the GUIKWAR GOVERNMENT to the MEMORANDUM regarding the PROHIBITION of the IMPORT of OPIUM, dated 17th Zillay 1235 (25th September 1820), consisting of the following ARTICLES :—

ARTICLE 1.

Opium must not be supplied from the Company's warehouse, or by merchant subjects of the Company, to the merchants and subjects of the Guikwar. These are to be supplied with opium by the Guikwar government.

ARTICLE 2.

Whatever opium is required for the Guikwar warehouse to be obtained from the Collector of Kaira through the agency of a vakeel of the Guikwar. Should there be a deficiency of opium in the warehouses of both governments and it should be necessary to procure opium from Malwa, a dustick is to be given permitting the purchase and the free passage of the article.

ARTICLE 3.

The Guikwar government will purchase the opium at present in the Guikwar districts, and until it is consumed will not purchase from the Company's stores.

ARTICLE 4.

Opium is produced in some parts of the Guikwar territories, and it is requested therefore that no objection may be made; this continuing to be the case, when the article is ready, it will be purchased by the government, to which it is requested that no objection may be made.

ARTICLE 5.

The price of opium to be the same in the territories of the two governments.

ARTICLE 6.

It is requested that the price at which opium is sold to the merchants and ryots at Kaira, Baroach, and other places, where the government warehouses will be established, and the Malwa price, may be communicated to this government every month.

ARTICLE 7.

Any merchants or individuals introducing opium secretly for sale into the Guikwar territories to be subject to have the property confiscated; and

any opium brought secretly from the Company's districts for sale to be confiscated in like manner, without any objection on the part of the British Government.

ARTICLE 8.

A vakeel of the Guikwar government to be stationed at Kaira, and wherever there is a warehouse of the British Government, and opium to be supplied for the Guikwar districts through his means; no opium to be supplied by other means to merchants and ryots.

BARODA RESIDENCY: }
29th September 1820. }

(Sd.) C. NORRIS,
Acting Resident.

No. XL.

No. 2562, dated Baroda, the 9th March 1878.

From—SIR T. MADAVA ROW, Dewan,

To—P. S. MELVILL, Esq., C.S.I., Agent, Governor-General, Baroda.

I have the honour to state that since my return to Baroda I have carefully perused and considered your communications, marginally noted, on the opium question. I also note all you have said in connection therewith in the course of our conversations at the Residency.

Your letter No. 988, dated 15th February 1878.

Your letter No. 1070, dated 18th February 1878.

2. I was at first desirous of addressing you on the subject, so as to give expression to the views and considerations which had suggested themselves to me in relation to the main points in issue, and which, I thought, might not be undeserving of the attention of the higher authorities in matters affecting States and populations and disturbing a long existing order of things. But the result of your later conversations is that my field has been very much narrowed. I gather from those conversations that the Government of Bombay insist on Baroda adopting the Bengal system of monopoly. You have pressed for an immediate declaration of the intentions of His Highness's Government.

3. Though His Highness's Government still continue of opinion that less drastic measures than the one just mentioned are fairly available, and ought to be tried, yet, yielding to the pressure of the situation, we accept what for the sake of brevity may here be designated the "Bengal system."

4. By the "Bengal system" the Baroda Administration means—

(1.) The permission of cultivation of the poppy by license only.

(2) The purchase by the State of the juice of the whole of the poppy crop so sown.

(3) The preparation by State agency of the poppy juice into marketable opium.

(4) The sale of the opium so prepared to (a) consumers within the Baroda territory under the retail sale monopoly, and (b) merchants for export, it being understood that the State will convey all the opium for export to the scales at Ahmedabad, and that it will pay the British duty there; but that the State is at liberty to make contracts of sale of the opium before the opium is taken to the scales, on condition that the delivery shall not be made by the State to merchants until after the British duty has been paid at the scales.

5. It is understood that the Baroda Government will exercise its own discretion, and in any way that may appear to it most advisable in regard to minor details, such as making advances to the cultivators, testing the poppy juice, manufacturing and packing the opium, etc., and that in these matters the Baroda State is not necessarily bound to follow the procedure adopted by the British Government in Bengal.

6. I further agree that the cultivation of the poppy should be limited to the supply of the "licit demand."

7. By the "licit demand" the Baroda Administration means the demand for Baroda-grown opium for consumption within the Baroda territories, and also the demand, as determined by His Highness's Government, for export to the scales at Ahmedabad. The Baroda State will accordingly regulate the area of land, from time to time, for poppy cultivation.

8. The Baroda Administration will adopt the system above described so as to bring the next poppy crop under it. The requisite preparations will be begun at once.

9. In order that I may be in a position to form the best practicable scheme, and to frame proper rules, I intend shortly to proceed to the Kari Division (to which alone the cultivation of the poppy is in future to be restricted).

10. You have urged upon us the great desirability of the Sirkar buying up the poppy juice which is at this moment being gathered. I am bound to state that circumstances render this not possible. To compel the ryots *without any previous* notice to sell their produce to the Sirkar exclusively, and at rates fixed by the Sirkar, would not be just. It would cause a great outcry on their part. Again, various contracts, no doubt, exist between the ryots and merchants relative to the delivery of the produce. Such contracts and transactions connected therewith would be suddenly interfered with, causing no little hardship and complaint. Such contracts and transactions may have their ramifications extending to important interests in the city of Bombay; and these could not be suddenly and seriously disturbed. Again, part of the produce has been already gathered, and part of what has been gathered has, doubtless, passed out of the growers' hands. To reach all the produce, in these circumstances, would necessitate very inquisitorial and vexatious processes which would be opposed or evaded by various expedients all calcula-

ted to create much distress and discontent. Apart from all this, it would be impossible to suddenly organize a sufficient agency to buy up the produce.

Arrangements could not be instantly made for weighing in of the produce from so many individuals, and for payment according to the quality and consistence as well as the quantity of the stuff. We have no buildings ready, and not even the requisite vessels, to place or prepare the produce in. We have neither men ready, nor appliances, nor the requisite knowledge for the proper superintendence of the preparation of the produce for the market. In short, it would not, I must respectfully submit, be possible to undertake a vast and detailed operation of the sort without the least previous preparation. I have personally explained these manifold and grave difficulties, and will, therefore, say no more here on the subject.

11. We are however alive to the necessity of adopting, meanwhile, such measures as are practicable in view to prevent smuggling and to bring the stock of opium and poppy juice now in the country under control. I will here generally indicate the character of these measures.

12. We have already prohibited the cultivation of the poppy in Petlad and Amreli, where it has hitherto been grown, so that in future there will be no cultivation of the poppy in the Baroda territory except in the Kari (or Northern) Division. This prohibition will be declared in a formal notification, to be issued at once, laying down penalties etc., for infractions thereof.

13. A notification, which will remain in force until the State actually commences its monopoly, will also be issued prohibiting the export of *opium* from any part of the Baroda territory except to the scales at Ahmedabad. Steps will also be taken to register the *opium* and poppy juice now in stock in the Kari Division as well as, if any, in Amreli and Petlad; and to prevent its removal without the cognizance of Sirkar officers. To avoid loss to owners which would arise from suddenly making the possession of opium illegal, time will be given (probably not further than the 30th September next) to enable them to dispose of the stock of opium by taking it to the scales at Ahmedabad, so as to enable the Administration to start the monopolies of opium cultivation and retail sale, clear of any stock in the hands of private individuals.

14. There will be no difficulty in owners of opium in the Kari Division taking it to the scales. But the rules proposed by the Government of Bombay under Act I of 1878 do not seem to contemplate the export to the scales at Ahmedabad of opium from Petlad and Amreli. Should it be found necessary to do so, I beg that Government will, as a temporarily necessary measure, afford facilities to owners, if any, in those districts, to take their stock to Ahmedabad before the date fixed.

15. In the Kari Division if any poppy juice remain in the hands of ryots and others after the expiration of the time given, it will be bought up by the Sirkar.

16. With regard to the juice remaining with the cultivators and others in Petlad and Amreli, orders are being issued to buy it up for the Sirkar. The juice so bought will be converted by the Sirkar into opium, which will

be disposed of either by being sent to the scales at Ahmedabad as if it was Sirkar monopoly opium, or by being issued for retail sale in these territories under the retail sale system. If it will have to be sent to the scales, or moved from one part of the Baroda territory to another, between which British or other foreign territory intervenes, the British Government will, I trust, give the necessary facilities for its removal.

17. Thus, it will be seen that, although it is impracticable to buy up the produce of the existing crop in the Kari Division, it will be brought under effective control, together with the existing stock of opium in that division and other Baroda districts. The juice in other parts of the Baroda territory than the Kari Division will be immediately bought up; and measures will be adopted at the same time to prevent opium or poppy juice being exported from any part of the Baroda territory, except opium, to the scales at Ahmedabad, in other words, to prevent smuggling.

18. In adopting the measures I have indicated, we shall take as our guide, as far as necessary to the objects in view, Act I of 1878, and the rules adopted by the British Government itself in its own territory under that Act.

19. With regard to retail sale of opium for consumption in His Highness's territory, the privilege of such sale is, at present, farmed out in the Nowsari, the Baroda, and the Amreli Divisions. But there are no complete rules on the subject, nor proper penalties, though offences against the farmer's privilege, as far as can be ascertained from former practice, are punished.

20. We shall now introduce a complete Sirkar monopoly of retail sale throughout the Baroda territory analogous to that prevailing in British provinces, the retail sale prices being assimilated. In the above-mentioned three divisions the farms fall in on the 31st July next. We shall take every measure to introduce in those divisions the new monopoly system from the 1st August next.

21. The retail sale of opium in the Kari Division is at present unrestricted, there being no farm in that division. It will not be practicable to introduce State monopoly in that Division before the expiry of the time given to holders of opium stock to dispose of their opium, say, till the 1st October next. We contemplate, therefore, to introduce the measure there hereafter.

22. It is, of course, understood that no British duty will be charged on opium imported by the Baroda State from foreign territory for consumption in the Baroda territory.

23. It may be necessary for the Baroda State to indent upon the neighbouring Collectors, or other British officers in charge of opium depôts, for opium required for retail sale in Baroda territory. It is understood that such opium will be supplied at cost price without any duty or profit being charged to the Baroda State.

24. I hope that you will see reason to recognize in the arrangements thus proposed every anxiety on the part of His Highness's Government to meet the wishes of the British Government in the interests of its opium revenue, and at the same time to obviate loss or injury to the interests of this State as far as possible.

No. XLI.

TRANSLATION of a YAD from HIS HIGHNESS the GUIKWAR to the
RESIDENT at BARODA, dated 14th MAY 1856, No. 460.

A Yad was addressed by this government on the 29th February last, No. 232, regarding the land to be given by us for the use of the railway; to this a reply has been received from the Residency, under date the 12th May, No. 420, stating that the Yad in question not being sufficiently explicit, the Governor-General entertained some doubts on the subject, and requesting His Highness will kindly, in order to remove all doubts and uncertainty for the future, cede the sovereignty and authority over the land required for the railway to the Government of India.

2. In reply we beg to say, as stated in our Yad No. 423, we shall cede the land required for the railway, and the full sovereignty of this land will rest exclusively with the Government of India for railway purposes, but this government entertained no uncertainty or doubt whatever in giving up the land for the road; and as this has been stated in the Yad referred to, it is a matter of regret to this government, and we beg the Resident will kindly write to the Governor-General and explain this to him, as this government in every way is dependent on the Governor-General.

Taking this into consideration we write that this business (railway) should cause no loss to our revenue in the customs, etc., as stated in our Yad of 29th February, No. 232, and we beg to receive a reply to this effect.

No. XLII.

MEMORANDUM—1880.

I hereby cede on behalf of the Baroda State to the Government of India full jurisdiction, short of sovereignty rights, over the lands of the Kari Division, which have been, as per correspondence

Letter from the Minister of Baroda, No. 2427, dated 10th July 1877.

Letter from the Agent to the Governor-General to the Minister, No. 6599, dated 18th October 1877, and accompaniments.

marginally noted, permanently assigned and made over by that State for the railway extension from Ahmedabad to Palanpoor, the jurisdiction thus ceded being exercised by the Government of India so long as the aforesaid lands may be required for that railway, and being restored to the Baroda State when the lands are no longer needed for the railway.

2. It is to be understood that the authorities exercising the jurisdiction ceded as aforesaid, will liberally afford to the servants of the Baroda State all

reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property, and in view generally to the maintenance and promotion of peace and order.

BARODA, }
January 1880.

(Sd.) T. MADAVA ROW,
Dewan.

No. XLIII.

AGREEMENT appertaining to the CESSION of CRIMINAL JURISDICTION over the BHAVNAGAR-GONDAL RAILWAY LINE—1879.

I hereby cede, on behalf of the Baroda State, to the Government of India, all the criminal jurisdiction possessed by the Baroda State in the lands of the Amreli Division which have been permanently assigned and made over by that State for the Kathiawar State Railway, this cession of the criminal jurisdiction aforesaid being exercised by the Government of India for so long as the aforesaid lands may be required for that Railway, and being restored to the Baroda State when the lands are no longer needed for the Railway.

It is to be understood that the authorities exercising the jurisdiction ceded as aforesaid will liberally afford to the servants of the Baroda State all reasonable and practicable facilities, in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property, and in view generally to the maintenance and promotion of peace and order.

DEWAN'S KACHERI,
BARODA ; }
The 29th September 1879.

(Sd.) T. MADHAVA ROW,
Dewan.

No. XLIV.

No. 4101, dated Baroda, the 27th December 1889.

From—The Dewan of Baroda,

To—GENERAL SIR H. N. D. PRENDERGAST, K.C.B., V.C., R.E., Agent to the Governor-General at Baroda.

I have the honour to acknowledge the receipt of your letter No. 7399, dated 18th July 1889, on the subject of the Mehsana-Viramgam and Mehsana-

Pattan Railway lines, and to convey to you the sanction of His Highness's Government to the estimate therewith received, amounting to Rs. 13,35,730 for the construction of the Mehsana-Viramgam line.

* * * * *

3. The question of jurisdiction has reference to—

(a) The bit of about 8 miles of the Baroda territory through which the Mehsana-Viramgam line would pass.

* * * * *

4. As to clause (a) His Highness's Government hereby delegates to the British Government the necessary jurisdictional powers for the efficient working of the said line within the 8 miles of the Baroda territory through which the Mehsana-Viramgam Railway would pass, and for the disposal of the cases arising thereon. This delegation will remain in force so long as the railway lasts. It need hardly be added that the authorities exercising such jurisdiction will liberally afford to the servants of the Baroda State all reasonable and practicable facilities, in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property, and in view generally to the maintenance and promotion of peace and order.

No. XLV.

ARTICLES of AGREEMENT entered into by the BRITISH GOVERNMENT as represented by COLONEL JAMES CAVAN BERKELEY, AGENT to the GOVERNOR-GENERAL at BARODA, on the one HAND, and HIS HIGHNESS FARZAND-I-KHAS-I-DAULAT-I-INGLISHIA MAHARAJAH SAYAJI RAO GAEKWAR SENA KHAS KHEL SHAMSHER BAHADUR of BARODA, as represented by RAO BAHADUR LUXUMON JAGONATH, DEWAN, on the other HAND, regarding the CONDITIONS for regulating the MANUFACTURE and the COLLECTION of NATURAL SALT within, and the EXPORT of SALT from, HIS HIGHNESS'S POSSESSIONS IN KATHIAWAR—1887.

ARTICLE 1.

The manufacture of salt in the Kathiawar possessions of the Baroda Government will be limited to natural salt, *i.e.*, salt made from sea-water or

natural brine deposits or wells, and only such quantity will be made as shall be sufficient for local consumption and for export as hereinafter provided.

ARTICLE 2.

Effectual means shall be taken to prevent the import of salt sent by sea from Okhamandel for the supply of the Amreli Mahals into the adjacent Kathiawar States, and efficient measures shall be adopted by the officials of the Baroda State to prevent the export of salt by land or sea from the Amreli Mahals or Okhamandel into any of the States of Kathiawar. No salt imported into the Amreli Mahals from Okhamandel shall be landed anywhere but at Korinar or Velan.

ARTICLE 3.

The Government of Baroda will adopt effectual means to prevent the exportation from its possessions in Kathiawar, either by sea or land, of salt manufactured or spontaneously produced therein to any part of British India or of any Native Indian State, or of any foreign European settlement in India, and will publish a Notification prohibiting such export under severe penalty.

ARTICLE 4.

The Government of Baroda will exercise an efficient control over the manufacture of salt and the collection of natural salt within its possessions in Kathiawar.

ARTICLE 5.

The Government of Baroda will so regulate the export of salt from its possessions in Kathiawar to foreign ports outside of India, and will place such export under such safeguards and checks as to prevent any salt so exported from finding its way into any part of British India or of any Native Indian State or of any foreign European settlement in India.

ARTICLE 6.

The Government of Baroda will not permit any salt to be exported from its possessions in Kathiawar to any foreign port outside of India, unless the vessel containing it is bound direct for that port.

ARTICLE 7.

No vessel bound from the possessions of the Government of Baroda in Kathiawar to any port situated in British India, or a Native Indian State or any foreign European settlement in India, will be permitted to carry salt as sole cargo or as part of its cargo.

ARTICLE 8.

The Government of Baroda will bind the owner or captain of any vessel containing salt for exportation from its possessions in Kathiawar to any foreign port outside of India, not to touch on the voyage at any port in British India or a Native Indian State or a foreign European settlement in India,

unless driven to it by stress of weather, in which case he shall be bound to give the earliest intimation of arrival to any British or Native officer residing at the port, and not to land any part of the salt contained in the vessel at such port.

ARTICLE 9.

Fishing-boats belonging to the possessions of the Baroda Government in Kathiawar may ship, when leaving a place in the said possessions, a quantity of salt not exceeding twenty-five Indian maunds to be used for *bond fide* fish-curing purposes.

ARTICLE 10.

No modification of these arrangements shall be made without the previous consent of the British Government and the Baroda State.

Signed at Baroda on the fourteenth day of March one thousand eight hundred and eighty-seven.

(Sd.) J. C. BERKELEY, *Colonel,*
Agent to the Governor-General.

(Sd.) LUXUMON JAGONATH,
Dewan, Baroda State.

Approved and confirmed by His Excellency the Viceroy and Governor-General in Council.

SIMLA, }
The 28th April 1887. }

(Sd.) H. M. DURAND,
Secretary to the Government of India,
Foreign Department.

No. XLVI.

TRANSLATION of an AGREEMENT executed by RANA SHREE SUGGARAMJEE of ARAMBA and KOOR BABJEE of Bate by the AGENCY of ADEKAREE SUDDARAM, renouncing in future PIRACY and all RIGHT to WRECK—1807.

I, Rana Shree Suggaramjee of Aramba, do hereby bind myself to this writing, which includes Bate and Aramba, and what is here written I agree to abide by.



(Sd.) (SAHEE) by RANA SUGGARAMJEE.

Be it known to all that I, Koor Bahjee of Bate, by the agency of Ad-karee Suddaram, in order to afford the fullest testimony of respect and attachment to the Honourable Company, do engage and bind myself, my heirs and successors, to observe the following Articles of Agreement concluded by Adekaree Suddaram on my part, and by Major Alexander Walker on the part of the Honourable Company :—

ARTICLE 1.

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel and trade by sea, I do, in like manner, for myself, my heirs and successors, engage not to permit, instigate, or connive at any act of piracy being committed by any person living under my authority, or subject to my control, nor shall those who follow the profession of piracy receive protection or assistance in my ports. I do also bind myself to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to vessels in distress, and renounce all claims to wrecks, to which an owner, capable of proving his right, may appear.

ARTICLE 2.

The Honourable Company's vessels and subjects shall at all times have admission into my ports for the purpose of carrying on freely trade and commerce; and those merchants and traders who are subject to my authority shall, in like manner, be allowed to visit and to trade in the countries and harbours of the Honourable Company.

ARTICLE 3.

As the temple of Bate is consecrated to the worship and adoration of the Supreme Being, the Honourable Company will be always disposed to afford the temple for those holy purposes every suitable encouragement and protection.

ARTICLE 4.

It is further agreed to by me that to prevent all future causes of dispute or of misunderstanding, the Honourable Company may appoint Soonderjee Sewajee, or one of his connexions, to reside at Bate, and from time to time cause one of their (Company's Sircar) vessels to visit the port, and make such inspections as may be necessary, to ascertain that all these Articles are observed inviolably.

Margsur Soodh 15th, Sunwut 1864, or 14th December A.D. 1807.

(A true copy of the translate.)

(Sd.) ARCHIBALD ROBERTSON.

Seal of
Raidungee.

**TRANSLATION of a copy of a SECURITY BOND executed by DEWAN
HUNSEAJ SHA on the part of RAO SHREE RAIDUN of KUTCH
for the CHIEF of BATE and DEWARKA.**

In consequence of Major Alexander Walker, on account of the Honourable Company, having, through the agency of Khetree Soonderjee Sewajee, concluded friendship, and entered into a written agreement with Kooer Mamunjee of Bate, through the agency of Suddaram and Mooloo Manick of Dewarka, I, Maharajah Rao Shree Raidun, by the agency of Hunsraj Sha Samedass Dewan, agree to become guarantee for the due observance of these engagements, and do hereby bind myself as answerable for the least aggression or theft on their part to the Honourable Company. This is true. I have become security with my own free-will and consent. I am perfectly bound to cause an adherence to this.

Dated Pous Soodh 4th, Friday, Sumvut 1864.

This has been executed in my presence.

(True copy of the translate.)

(Sd) ARCHIBALD ROBERTSON.

A precisely similar engagement was executed by Mooloo Manick Sumeanee of Dewarka, for which the Dewan of Kutch was security as above.

A precisely similar engagement (omitting Articles 3 and 4 and the Security Bond) was taken from Wagha Manick of Dhingay.

Also (omitting Article 3) from Kooer Meghrajee of Positra, for which the Chiefs of Bate and Dewarka were security as in following bond :—

Seal of
Manumjee,
son of
Babjee.

TRANSLATION of a SECURITY BOND executed by KOOR BABJEE
of BATE and MOOLOO MANICK of DEWARKA for the CHIEF
of POSITRA.

I, Koor Shree Babjee, by the agency of Suddaram Adekaree, and I, Mooloo Manick Sumeanee, in consequence of Positra, having concluded arrangements with the Honorable English Company similar to those of Bate and Dewarka, with a view to cause a due observance of these engagements, hereby become security, and if the Chief of Positra commit any aggression or theft, we are responsible for the same. Should the Positrawallah any way commit aggressions the whole of them (are on our necks) we are answerable for.

Dated Pous, Soodh 2nd, Sumvat 1864.

(Signed twice.)

SAHEE.

SAHEE.

III.—KATHIAWAR AGENCY.

Bombay Government Records, Nos. XXXVII. & XXXIX. of new Series, and Reports by the Bombay Government.

By the 4th * Article of the treaty with the Gaekwar of 1805 it was stipulated that a portion of the subsidiary force for which that treaty provided should proceed to Kathiawar whenever there should be a real necessity for it, the British Government being the judge of the necessity. During the close connection which existed between the British Government and the Gaekwar at the beginning of the present century, it was discovered that a considerable portion of the Gaekwar's revenues depended on the realisation of revenues from Kathiawar, which were annually collected by a military expedition. As early as 1802 the evils of this "mulkiri" system, which was a special characteristic of the Mahratta empire, attracted the attention of the British Government.

The exactions of the mulkiri army were directed chiefly against property—never against persons, unless the demands of the government were resisted. If a Chief settled with the government before the army entered his estates, he was secure from oppression, but if he resisted, the whole open country was put under forcible contribution. As the mulkiri expeditions began to be undertaken with greater regularity, the contributions were increased, till eventually Mahratta establishments were introduced into the country. In this way the Gaekwar had established himself at Lathi, Amreli, Lakhtar, Palitana and other places in Kathiawar, principally in the districts bordering on his substantive possessions in Gujarat.

Two obvious evils were inseparable from this system, to neither of which could the British Government lend its countenance. In the first place, there being no civil government, the country was desolated by the intestine feuds of the petty landholders, and in the next place, the injury done to the country by the mulkiri army was out of all proportion greater than the revenue realised. When, therefore, the British Government associated

* See page 125.

itself with the Gaekwar in enforcing the rights of the Gaekwar in Kathiawar, it placed before itself two objects to be attained,—the maintenance of tranquillity in the country; and the commutation of the variable and generally increasing collections made by the Gaekwar to fixed money payments to be made annually without the periodical despatch of an army. Further than this it was not proposed to interfere with the rights and powers formerly enjoyed by the Chiefs and landholders, or at that time with the rights of the Gaekwar. In the districts ceded to the British Government by the Peshwa and the Gaekwar in 1802-3, the same system of mulkgiri collections, and the comparative independence of the landholders, were found to exist, more especially in Gogha, Dhandhuka and Dholka, which are now talukas of the British district of Ahmadabad. The enforcement of British laws has long since obliterated this state of affairs in British districts; but in Kathiawar it was stereotyped by the engagements which it was the policy of the day to conclude while as yet the province was under the Peshwa and the Gaekwar.

In December 1803 the Chiefs of Chital, Jetpur, Mendarda, Kundla, Joriabandar and Morvi applied for British protection, and offered, on certain conditions, to cede their estates to the British Government; but as the rights of all parties in Kathiawar were unknown, and no specific arrangement had been made with the Gaekwar's government, the offer was not accepted. In 1807 the joint forces of the British Government and the Gaekwar advanced to Kathiawar. Before the country was entered, circular letters were addressed by Colonel Walker, Resident at Baroda, and the Gaekwar to twenty-nine* of the principal Chiefs, explaining to them the object in view. The intention of the British Government was in many cases misunderstood. Some Chiefs believed that mulkgiri collections were to be levied on account of the British Government, and others, supposing that the intention was to supplant the rights of the Gaekwar, made open professions of dependence on the British. These misunderstandings were removed, and the Chiefs readily entered into the engagements proposed to them. But owing to the peculiar tenure of property in Kathiawar, the number of engagements concluded, instead of

* In Jhalawar	.	.	.	.	.	.	.	9
In Gohelwar	.	.	.	.	.	.	.	4
In Halar, &c	.	.	.	.	.	.	.	16

being 29 only as at first expected, amounted to no fewer than 153;* and this number was afterwards largely increased as deserted estates became settled. In Kathiawar, except among the leading Rajput families, the property of the father is subdivided among the sons, and the subdivision becomes more complete as the families descend in the scale of wealth and importance. In Kathi States the custom is to divide. Among the small proprietors the practice is universal, the eldest son in some cases receiving the largest share, and enjoying certain privileges as the head of the family. The possessors of these shares and their descendants are called the "Bhayad," or brotherhood, of the principal Chief. They claim the same powers in their estates as the Chief, paying their contribution of the general collections made in the country, and frequently claiming the right of a separate settlement of their own account. There is another class called "Mulgirasias," or original owners of villages, who had come to terms with the Chiefs who had established sway over them, and by surrendering a portion of their lands had retained the remainder as Giras, or hereditary landed property, subject to the conditions of military service and tribute. From all such as could establish their right to a separate settlement, separate agreements were taken.

The permanent Engagements (No. XLVII) concluded were of two kinds,† for each of which separate security was taken. The first form was called

* Colonel Walker in his reports mentions 192 States, but he made revenue settlements of 153 only, viz. :—

	Mentioned.	Settled.
Jhalawar	49	48
Machhu Kantha	2	1
Gohelwar	31	29
Barda	1	1
Sorath	6	3
Halar	35	32
Kathiawar Proper	68	39
TOTAL	192	153

There are no authentic lists of the Chiefs with whom the engagements were made, except the schedules attached to Colonel Walker's reports. The list given at page 232 of Mr Hughes Thomas's collection of Treaties is incorrect, and appears to have been borrowed from a list of the Kathiawar Chiefs submitted to the Bombay Government in 1842. Column 6 of the statement which forms Appendix No. 9, indicates those of the Kathiawar States with which Colonel Walker made engagements, which remain to this day and have not been absorbed in other States.

† Besides these a document called Hath-Jamini was sometimes taken. This was a preliminary obligation to enter into certain engagements. It was always cancelled and returned to the Chief when the permanent engagements were signed.

“Fa’el Zamin;” and was a security bond providing for the general peace of the country and the protection of the possessions of the British Government, the Peshwa, and the Gaekwar. This engagement was signed by the Bhat* of the Chief, and for the faithful performance of its terms counter-security was taken from some other Chief, so as to establish a chain of responsibility, making each Chief answerable for his neighbour. The second kind of engagement was for the payment of a fixed revenue in perpetuity; and for this security was given renewable after ten years. When the Chiefs paid no revenue to the Gaekwar, the engagement of the first kind only was taken. After these engagements were concluded, a Memorandum (No. XLVIII) of the engagement was given to each Chief under the guarantee of the British Government. The settlements made in 1807 were based upon the state of things existing at the time, and this is the period to which all enquiries in disputes regarding lands or hereditary rights in Kathiawar are limited. The aggregate amount of revenue fixed at these settlements in perpetuity was equivalent to Government Rupees 9,07,415.

The principle of the Fa’el Zamin† bonds was developed later; for instance, in 1821-22, when, under arrangements with the Peshwa and the Gaekwar, the British Government had acquired exclusive authority in Kathiawar; and again in some instances at so late a date as 1850. In all 147 bonds, coming under the general designation of Fa’el Zamin, were taken from the same number of Chiefs, and are still in existence. Disregarding merely verbal differences, they may be divided into five main classes, a specimen of each of which is appended (No. XLVII). These classes may be described thus:—

1st.—Those in which the talukdars are responsible for compensation *or* for the production of the thief.

2nd.—Those in which the talukdars are responsible for compensation *as well as* the production of the thief.

* The Bhat or bards are a class of people highly respected by Rajputs. Their persons are considered sacred, and hence they were commonly employed as sureties.

† It is to be noticed that the Government of India entirely decline to regard these bonds as treaties or agreements covering all their political relations with the Native States of Kathiawar; they have been authoritatively pronounced to be nothing more than a formal record of the local customs prevailing at the time of their execution and of the obligations which usage had imposed upon the Chiefs who became parties to them. The Governor-General in Council has accordingly decided, with the concurrence of the Secretary of State, that the responsibility of the Kathiawar States for mail robberies is governed not by the terms of these bonds but by the “Mail Robbery Rules” promulgated in 1866 and since amended in 1885.

3rd.—Those in which the talukdars only bind themselves to abstain from annoying merchants and travellers, and to give them guards until they leave their territories, and are not liable for compensation for robberies or for the production of the thief.

4th.—Those in which the talukdars bind themselves that, if the tracks of any bad character enter the lands of any village of their taluka, they will carry them in or become responsible in any way that Government may direct.

5th.—Those in which the talukdar is responsible for highway robberies absolutely and no reservation is made regarding the production of the thief.

The different bonds apply, class for class, to the various States as follows :—

No. 1.—Junagarh, Bhaunagar, Dhrangadra, Morvi, Wankaner, Dhrol, Rajkot, Jetpur, Jasdan.

2.—Porbandar, Wadhwan, Gondal.

3.—Limri.

4.—Vanod, Dasara, Chura, Than-Lakhtar and Limri, Muli, Wadhwan, Sayla and Virpur, Junagarh and Bhaunagar.

5.—Other States.

A special bond of the same description (No. 6) was in 1812 taken from the Jam of Nawanagar after a British force had occupied his territory. The Chiefs of Palitana and Lathi do not appear to have been ever called upon to give formal security in this way.

It is remarkable that in all the arrangements of 1807 the rights of the Peshwa in Kathiawar were overlooked. The Gaekwar was entitled to the greater part of the Kathiawar revenues not in his own right, but in his capacity of farmer for the Peshwa. Yet the engagements concluded were drawn up solely in the Gaekwar's name. The Peshwa's consent to the settlement of his revenues in perpetuity was never asked, nor was he even informed of what had been done till 1814, after the Gaekwar's lease had expired, and the disputes arose* between the Peshwa and the Gaekwar, which ended in the murder of Gangadhar Shastri. The British Resident at Poona then delivered a draft agreement† to the Peshwa, explaining the nature of the engagements which had been made, and requiring him to respect them.

* See page 81.

† Appendix No. 10.

But in this draft agreement the mistake was made of describing the engagements as settlements for ten years, whereas the collateral security bond only was renewable after ten years, the settlements being in perpetuity. The Peshwa did not assent to this draft agreement and presented another* to be substituted for it. Besides these, several other proposed engagements were exchanged in the course of the negotiations, but no final agreement was come to, till the discussions were ended by the treaty of 1817. Article † 7 of this ceded to the British Government all the Peshwa's rights in Kathiawar. Since the agreement ‡ in 1820 with the Gaekwar, by which he engaged to send no troops into Kathiawar and to make no demands on the province except through the British Government, the supreme authority in Kathiawar has been vested in the British Government alone, firstly, in its own share acquired under the treaty of 1817, and, secondly, in the Gaekwar's share by virtue of the agreement of 1820. In Amreli, however, and the other portions of Kathiawar included in the term "Panch Mahals," § which had come under the direct rule of the Gaekwar, and in Okhamandal, which, after its conquest by the British Government, was ceded to the Gaekwar by the 7th article of the treaty ¶ of 6th November 1817, the internal management is conducted by the officers of the Gaekwar.

The Kathiawar Chiefs, partly from their pecuniary embarrassments and partly from their weakness and the subdivision of their jurisdictions, were incapable of acting up to the engagements which bound them to preserve the peace of the country and suppress crime. On the other hand, the British Government was fettered in its efforts to effect an improvement in the administration by these very engagements which it had mediated when the country was under the authority of the Peshwa and the Gaekwar, and when the substitution of the direct control of the British supremacy for that of the native governments had not been contemplated. These engagements, besides considerations of financial and political expediency, prevented the subjection of the Chiefs to ordinary British rule, and no course of reform was left open save to introduce a special authority suited to the obligations of the British Government, the actual condition of the country, and the usages and character of its inhabitants. Inquiries which had been instituted in 1825 showed that the Kathiawar Chiefs believed the sovereignty

* Appendix No. 10.

† See page 68.

‡ See page 142.

§ Amreli, Dhari and Dantarwas in the Kathiawar Division; Korinar in Sorath; and Damnagar in Gohelwar.

¶ See page 137.

of the country to reside in the power to whom they paid tribute; that before the British Government assumed the supreme authority, the Gaekwar had the right of interfering to settle disputed successions, to punish offenders seized in Chiefships of which they were not subjects, to seize and punish indiscriminate plunderers, to coerce Chiefs who disturbed the general peace, and to interfere in cases of flagrant abuse of power or notorious disorder in the internal government of the Chiefs. Upon the basis, therefore, of these rights of the supreme power, the British Government, in 1831, established a criminal court of justice in Kathiawar, to be presided over by the Political Agent aided by three or four Chiefs as assessors, for the trial of capital crimes in the estates of Chiefs who were too weak to punish such offences, and of crimes committed by petty Chiefs upon one another, or otherwise than in the legitimate exercise of authority over their own dependants; but, with this exception, no magisterial interference in the administration of the territories subject to the various Chiefs was exercised by the Political Agent.

Notwithstanding these efforts to reform the administration of Kathiawar, there was little improvement in the condition of the country. The social and political system of the province was described as a system of sanguinary boundary disputes, murders, robbery, abduction, arson and outlawry. Upwards of two hundred persons were said to have voluntarily made themselves outlaws and to subsist professedly by depredation. Although about eighty of the petty States which existed in 1807 had been absorbed in other States, yet, from the constant subdivision of possessions by inheritance, the number of separate jurisdictions* rose to four hundred and eighteen, and in the majority of these the jurisdiction claimed was over two villages, one village, and often a fraction of a village.

In 1863 the administration was reorganised by arranging in seven classes all the Chiefs of Kathiawar, and defining their powers and the extent of their

* In Jhalawar	102
In Kathiawar proper	151
In Machhu Kantha	2
In Halar	47
In Sorath	7
In Barda	1
In Gohelwar	51
In Und Sarvaiya	37
In Babriawar	20
TOTAL	418

Mulgirasias of the right of appeal against their Chiefs ; and in 1867 it was decided that the Mulgirasias were entitled to look to the British Government for enforcement of the obligation in the Fa'el Zamin bond of 1807 which bound the Chiefs not to seize lands.

To give effect to this decision it was at first proposed that Giras cases should be heard by a court composed of a Judicial Assistant to the Political Agent, assisted by the karbharis of the Chiefs as assessors. This arrangement, however, was regarded with disfavour by the Chiefs, and, after much discussion, during which the Chiefs were allowed every opportunity of representing their views, a scheme was introduced experimentally, providing for the survey of estates and the settlement of the rights in land of the subordinate Mulgirasias. The Rajasthanik Sabha court was also established for the decision of questions in dispute between Mulgirasias and Bhayads on the one hand and the Chiefs on the other. The court is composed of a British officer as president, and six members, who are chosen by Government out of a list of twelve names submitted by the Chiefs. Of these six members the president chooses two to sit with him as assessors, and either party to a dispute has a right of objecting to one of the members. Rules (No. XLIX) have been drawn up to regulate the working of the court.

For many years the southern districts of Kathiawar were exposed to the depredations of bands of Waghers, who plundered the Gaekwar's Mahals and created a widespread feeling of alarm throughout Kathiawar. In 1867 a large band of these outlaws attacked and plundered several villages in the vicinity of Rajkot, killed and wounded upwards of seventy persons, and carried off property valued at two lakhs of rupees. A small British force was despatched against them, and, with the loss of two officers, completely defeated them near Macharda in the territory of the Jam of Nawanagar. To assist the Chiefs in the maintenance of order a local corps, composed of contingents from several of the first-class States, was formed under the control of two British officers, in March 1867. It was called the Federal Sibandi of the Kathiawar States. In May 1868 the remainder of the Wagher band was destroyed by a party of this corps, which was finally disbanded in 1873, when there was no further occasion for its services.

In 1873 special measures had to be adopted to repress the excesses committed by outlaws, and a British officer was appointed, with the consent and at the expense of the States, to the duty of moving through the various juris-

dictions with a small body of horse in pursuit of offenders. The cost of this measure, which was continued for three years, was Rupees 18,000 per annum.

In 1886 the services of a special officer were lent to the Junagarh State for the suppression of outlawry and the reorganisation of the State police. In consequence of the depredations of a band of dakaitis in the territory of Nawagar and Gondal, the operations of the special officer were extended to those States in the following year, and two other officers were appointed to assist him. By the end of 1888 the dakaitis had been either killed or captured, and order had been restored; and at the end of 1889 the special officer was withdrawn.

To prevent the recurrence of such disturbances all the States of Kathiawar in the first four classes signed a Convention (No. L), with a view to securing efficient co-operation in the suppression of dakaiti and other serious crime. It was arranged that the police of any State should be allowed to enter the territory of another to effect a capture, provided they communicated at once with the officials of the State so entered; and the same privilege was granted with reference to British districts. In districts where there are no jurisdictional Chiefs, or only very petty Chiefs under thanas, and in the civil stations, the police administration vests in the Agency.

In 1885, the Gaekwar's contingent was broken up and a police corps was raised under the sole control of the Agency, which discharges the police duties under the Agency. The cost of the corps was being met by a subsidy from His Highness the Gaekwar in lieu of the contingent, contributions from the thanas and civil stations, and the Government share in the tribute called "Zortalabi" which is paid by the State of Junagarh. The Agency police is supervised by a British officer of the grade of a Superintendent, assisted by Inspectors, as in British districts. These measures, combined with an improvement in the village police, have resulted in a marked diminution of crime.

In 1871 the Rajkumar College was established for the education of the sons of the Chiefs and nobles of Kathiawar.

The area of Kathiawar is 23,298 square miles, of which 20,880 square miles are under the Agency, 1,323 square miles under Baroda, and 1,095 under the Collector of Ahmedabad. The population is estimated at 2,752,404 (1891).

The gross income of the Chiefs, according to the latest returns submitted by them in 1890, was Rupees 1,72,81,398. The tribute and other collections amount to Rupees 12,04,520. They fall under the following heads :—

- Rs. 6,96,761 on account of the British Government,
- „ 2,90,388 on account of the Gaekwar,
- „ 92,421 on account of the Nawab of Junagarh, one-fourth of this sum being retained by the British Government under an Engagement dated the 1st February 1821 (No. LXVI),
- „ 1,25,000 on account of local funds.

The investigations made at the settlement in 1867 revealed the fact that the Rajput tribes in Kathiawar, more particularly the Jarejas and Jethwas, were addicted to the barbarous practice of female infanticide. Mr. Duncan, the Governor of Bombay, who some years before, when in charge of Benares, had induced a caste called Rajkumars to put a stop to this usage, instructed Colonel Walker to endeavour to induce the principal Chiefs in Kathiawar to bind themselves and their followers to renounce the crime. With much difficulty Colonel Walker succeeded in persuading twenty Chiefs and their Bhayad, including every Jareja Chief who enjoyed the smallest separate jurisdiction, to sign an Engagement (No. LI) binding themselves under penalties to prohibit infanticide, and giving the British Government and the Gaekwar the right to punish offenders. The engagement comprised within its obligation every Jareja family inhabiting the peninsula of Gujarat. It was first signed by the Chief of Gondal and last by the Jam of Nawanagar. In consequence of violations of this agreement, two Chiefs were subsequently required to renew it—the Jam of Nawanagar in 1812 (No. LII), and the Chief of Rajkot in 1835 (No. LIII). The latter Chief was fined Rupees 12,000 for breach of his engagement, and by the new agreement, for which he had to furnish two securities, he was required to inform the Political Agent in Kathiawar of any birth expected in his family.

Shortly after the conclusion of the settlement of Kathiawar, Colonel Walker left India, and the subject of infanticide was lost sight of for some years. Attention was again directed to it, however, in 1817, when it was found that between December 1808 and June 1817 only 63 female infants had been rescued from murder. In July 1824 the number had increased to 266. In 1825 the infanticide fund was established. This fund is now merged in the “Agency Consolidated Fund,” from which assistance is given to poor

Jarejas and others in defraying the expenses of the marriage of their daughters. Rewards used to be distributed to such as might merit them by their efforts in rescuing female children from destruction or in bringing offenders to detection.

The British Government in 1834 issued a proclamation to all the Kathiawar Chiefs, reminding them of their engagements, and declaring the intention of punishing persons guilty of infanticide in such manner as might be conducive to the complete suppression of the practice. The proclamation was renewed in 1838, and further steps were taken to remove the causes which lead to infanticide by inducing the Chiefs of other Rajput tribes not to give their daughters to any tribes which would not give their daughters in return; and by diminishing the expenses at marriages. These measures, backed by the persevering efforts of the officers of the British Government, have been attended with the most successful results.

In 1822 the Chief of Patri agreed to abandon his claims on the salt-pans in his State in consideration of receiving an annual cash payment. A similar arrangement was accepted in 1824 by the Thakurs of Jhinjuwara, of the Rasani and Melani branches.

In 1883 Engagements (Nos. LIV to LVII) were taken from the Chiefs of Kathiawar for the regulation of the manufacture of, and the trade in, salt. These agreements were of three kinds: the first was executed by six* Chiefs of maritime and salt-producing States, the second by six† Chiefs of non-maritime and salt-producing States, and the third by twenty-six Chiefs of those States which are neither maritime nor salt-producing. The general effect of all three was to bind the Chiefs to take such measures for the protection of the British salt revenue as were required by the local situation and circumstances of their States. It was subsequently decided that, in the case of non-maritime and non-producing States, it was unnecessary to insist on the observance of the third article of their agreements which provided for the sale of salt by licensed vendors only.

Maps of the several salt-works and lists of the salt-works and sources are attached to the agreements executed by the States.

In 1820-21 the Chiefs of Kathiawar entered into Engagements (No. LVIII) to procure all opium ‡ required for consumption in their respective

* Junagarh, Nawanagar, Bhaunagar, Morvi, Jafarabad, Porbandar.

† Drangadra, Than Lakhtar, Limri, Wala, Malia, Pajana.

‡ The poppy seems never to have been cultivated in Kathiawar.

talukas from the Government store, to appoint retail sellers who should keep registers of the sale of the drug, and to treat as contraband all opium not so obtained which might be found in their territories.

It was found that these engagements had not been adequately fulfilled; and fresh rules to protect imperial interests were laid down in 1878. They were to the effect that any Chief or Talukdar who agreed to prevent the smuggling and illicit sale of opium, to adopt the British retail system, to prohibit the retail sale of opium within the limits of his authority at a rate lower than that which obtained in neighbouring British territory, would be allowed a drawback of 20 per cent. on the pass fee levied by Government on each chest of 140 lbs. supplied to such Chief or Talukdar. Those who declined to agree to these conditions would have to pay the whole pass fee.

Only a few of the minor Talukdars signed this agreement. The other Chiefs submitted a representation to Government, claiming to be allowed to cultivate and manufacture opium and to receive opium from Government duty-free. These claims were disallowed. The Government of India ruled in 1881 that the British Government had always exercised the right of levying a duty on opium, and that the prohibition to the cultivation and manufacture of opium was of long standing and had been acquiesced in by the States of Kathiawar, and must continue. The pass fee, however, was reduced, Government reserving its right to raise it should the States not loyally co-operate for the suppression of illicit traffic.

The leading States then proposed certain modifications in the rules. They would have had the effect of precluding the British Government from raising the pass fee and reducing the drawback. These concessions were refused, but the States were in 1881 permitted to purchase opium in the Bombay market.

Rules to regulate the sale of opium in the States of Kathiawar are under discussion.

In 1854 the Kathiawar Chiefs engaged to suppress the adulteration of cotton practised by traders within their districts, and in 1864 they agreed to abolish transit duties. In 1885-86 the oppressive impost on trade known as "Deshdan" was abolished in the States of Nawanagar, Junagarh, Wankaner, and Wadhwan.

The first railway in the province was the Kathiawar extension of the Bombay, Baroda and Central India line, running from Ahmadabad to Wadhwan,

with a branch to the Kharagora salt-works. The Chiefs of Patri, Bajana, Lakh-tar and Wadhwan, through whose territory the line passes in Kathiawar, made over, free of cost, the lands required for it, though without executing any formal instrument to that effect; and by Agreement (No. LIX) in 1874 ceded to the British Government full jurisdiction over the railway lands.

In 1879 the Bhaunagar and Gondal States undertook to construct the railway named after them on certain conditions (No. LX.) This line also passes through territory belonging to the Gaekwar and the Chiefs of Junagarh, Limri, Wadhwan, Chura, Vala, Bantwa, Lathi, Jetpur and Kotra Pitha. All these States gave the land required free of cost, without executing any formal undertaking to that effect. They also ceded all criminal jurisdiction over the line to the British Government. The terms of the Engagements executed by Bhaunagar and Junagarh (Nos. LXI and LXII) and by Baroda (No. XLIII) differ slightly from those agreed to by the remaining States (No. LXIII). Civil jurisdiction was not transferred. It was subsequently arranged that any suits brought against the proprietary States should be heard in the Agency Courts. Baroda accepted this tentatively, and Bhaunagar was the only State which entered into a formal Agreement on the point (No. LXIV).

In 1885 sanction was accorded to a project put forward by the Nawab of Junagarh for the extension of the Bhaunagar-Gondal Railway to his port of Verawal, and he executed an Agreement (No. LXV) ceding to the British Government all criminal and certain civil jurisdiction over the line.

In 1886 the Thakur of Morvi connected his capital with Wadhwan by a railway on the 2 feet 6 inches gauge, and in 1890 he added a branch to Rajkot. Full jurisdiction over these lines has been ceded (No. XCI) to the British Government.

In 1889 the States of Porbandar and Gondal jointly constructed a metre-gauge line, 69 miles long, from Dhoraji to Porbandar, and ceded (No. LXXXIX) full jurisdiction over the railway lands.

The police administration over the Morvi Railway is vested in the Superintendent of the Agency Police, and over the Bhaunagar-Gondal-Junagarh-Porbandar, in a Chief Inspector appointed by the Agency.

The foregoing general account of Kathiawar will be supplemented by the following special notice of the principal States.

1. JUNAGARH (JUNAGADH).

Junagarh is situated in the Sorath district of Kathiawar, which was governed by Rajput Rajas of the Churasama tribe till its conquest by Muhammad Begara, King of Gujarat, in 1476, from which time it has been subject to Muhammadan Chiefs. The present family of Junagarh was founded in 1735 by Sher Khan Babi, a soldier of fortune, who possessed himself of the country and expelled the Mughal deputies. He was succeeded by his son Salabat Khan, who divided his possessions among his sons, assigning Junagarh to Bahadur Khan, and Bantwa to his two other sons, Diler Khan and Sher Zaman Khan.

Bahadur Khan was succeeded in Junagarh by his son Mahabat Khan and he, in 1775, by his son Hamid Khan, then a boy of thirteen. Hamid Khan maintained himself in power by intrigue and crime through a very troublesome and stormy rule, and was in possession at the time when Colonel Walker made the first settlement of Kathiawar. In addition to the engagements which were taken from the Nawab of Junagarh, in common with the other Chiefs of Kathiawar then under the authority of the Gaekwar, the Nawab was required to make similar agreements with his dependants, from whom he exacted collections under the name of zortalabi, a tax which is said to have been first imposed in the year 1760. In 1822 the British Government interfered to regulate the tax; its amount was ascertained, and the British Government undertook to realise it on condition (No. LXVI) of receiving one-fourth of the amount for the expenses of collection.

In 1808 Hamid Khan entered into an Engagement (No. LXVII) renouncing piracy and all right to wrecks. He died in 1811, and the succession was disputed by his two sons Bahadur Khan and Salabat Khan. Eventually Bahadur Khan was recognised, but he was kept in subjection by an Arab Jamadar named Omar Mokhasam. From this restraint he was released in 1816 by the interference of the British Government. In return the Nawab agreed (No. LXVIII) to pay the expenses of the British force, to give up his mulgiri claims in the British districts of Dhandhuka, Ranpur, Gogha and Dholera, and to cede the revenues of certain villages for the expenses of a British agency. The territorial cession, however, was eventually not accepted. The Junagarh Nawab has also other Engagements (No. LXIX) to prohibit sati, and (Nos. LXX and LXXXIV) to exempt from duty vessels

entering his ports from stress of weather. In 1873 this exemption was extended to vessels belonging to the Rao of Kutch.*

Bahadur Khan died in 1840, and was succeeded by his son Hamid Khan, who died in 1851, and was succeeded by his brother Mahabat Khan. He has received the assurance (No. LXXI) that any succession to his State which might be legitimate according to Muhammadan law would be upheld.

Mahabat Khan died on the 29th September 1882 and was succeeded by his son Bahadur Khan; who on the 20th November 1890 was made a Knight Grand Commander of the Order of the Indian Empire.

Bahadur Khan died on the 2nd January 1892, without issue and without having exercised his powers under the succession sanad. The selection of a successor therefore rested with the Government of India. The choice lay between three claimants as sons of the father of the late Chief; and it fell upon Rasul Khan. Nazarana was not levied upon this succession; but the State is liable to pay nazarana.

In 1865 the Nawab of Junagarh assigned (No. LXXII) land in Manikwara in perpetuity and in full sovereignty for the location of the headquarters of the Sorath Prant subdivision; these have since been transferred to Jetalsar in Gondal, and the land in Manikwara has been restored to Junagarh.

In 1874 the Junagarh State entered into an Agreement (No. LXXIII) for the construction of a line of telegraph.

The gross revenues of Junagarh are about Rupees 24,00,000, and the State pays to the British Government Rupees 28,394, and to the Gaekwar Rupees 37,210. The area of Junagarh is 3,283·7 square miles, and the population (1891) numbers 484,190. The military force of the State consists (1891) of 10 guns of obsolete pattern, 19 artillerymen, 242 cavalry, and 1,977 infantry. An offer of the Nawab to place 100 cavalry at the disposal of the Government of India for Imperial service, has been accepted and the training of the force has been taken in hand.

The Nawab of Junagarh is entitled to a salute of eleven guns.

2. NAWANAGAR (NAVANAGAR).

The Jam of Nawanagar, which is in the Halar district of Kathiawar, is a Jareja Rajput of the same family as the Raos of Kutch, and has a large

* See No. XI in Vol. VII.

Bhayad, of whom the most important and powerful are the Chiefs of Gondal, Rajkot and Dhrol. These Chiefs, however, have long since disused the name of Bhayad, and consider themselves as heads of families with a Bhayad of their own. The family emigrated from Kutch to Kathiawar and founded Nawanagar about the year 1442, driving before them the Jethwa family, who formerly possessed the country, but who are now confined to the small State of Porbandar.

In 1808 an Engagement* (No. LXXIV) was made with the Jam, by which he renounced piracy and all right to wrecks. In 1811 the turbulence of the Jam made it necessary for the British Government to reduce him by force. He refused to settle heavy pecuniary claims which the Rao of Kutch had against him for military assistance rendered in time of danger; he ejected from his State the Agent of the British Government, who was making enquiries regarding the prevalence of infanticide; and made preparations to assert his independence by inducing other Chiefs to combine against the paramount power. A force was therefore marched against him, and on the 23rd February 1812, after much evasion, he agreed to terms of submission (No. LXXV). He was also required to conclude a fresh Engagement (No. LII) to prevent infanticide.

Engagements exempting from duty vessels entering his ports from stress of weather were executed by the Jam of Nawanagar in 1846 and 1849 (Nos. LXXVI and LXXXIV). This exemption was extended in 1873 to vessels belonging to the Rao of Kutch.† In 1885 a line of telegraph was erected by Government under Agreement with the State between Nawanagar and Rajkot (No. LXXVII). An extension of this line from Dhrol to Jodiya has since been completed, the usual Agreement (No. LXXVIII) being executed by the Jam.

The present Jam, Vibhaji, is the son of Ranmalji, who was the nephew of Jam Sataji, and was adopted by him in 1814. He is now 66 years of age. In 1862 he received a Sanad (No. LXXIX) guaranteeing to him the privilege of adoption, and in accordance therewith in 1879 the Government of India

* A similar engagement was made with the Chief of Joriya Bandar, which originally formed a part of Nawanagar, but was separated from it before the settlement of Kathiawar. Nawanagar was virtually governed by Merwan Khawas, a man of low origin but considerable ability, from 1760 till his death in 1800. He received from the Jam the grant of Joriya Bandar, Balambha and Amran. The last of these places is still in possession of his descendants as a dependency of Nawanagar, but Joriya Bandar and Balambha were restored to the Jam in 1815 in consequence of the Chief being implicated in the rebellion of some Arabs in the Jam's service.

† See No. XI in Vol. VII.

recognised his adoption of Ranjit Singh, a grandson of his cousin Jalam Singh of Sarodar. In 1882 a son named Jaswatsingji was born to the Jam, and was recognised by Government as his heir.

The gross revenues of the State amount to about Rupees 24,00,000. The Jam pays annually to the British Government Rupees 50,312, to the Gaekwar Rupees 64,924, and to the Nawab of Junagarh Rupees 4,857. The area of Nawanagar is 3,791·3 square miles and the population (1891) 379,611. The military force of the State consists (1891) of 117 guns of obsolete pattern, 13 artillerymen, 227 cavalry, 250 regular and 2,771 irregular infantry. An offer of the Jam to place at the disposal of the Government of India, for Imperial service, 75 cavalry, to be increased to 150 hereafter, has been accepted, and the training of the force has been taken in hand.

Jam Vibhaji is a Knight Commander of the Star of India, and is entitled to a personal salute of fifteen guns; the salute attached to the Chiefship is 11 guns.

3. BHAUNAGAR (BHAVNAGAR).

The Thakur Sahib of Bhaunagar belongs to the tribe of Gohel Rajputs. This tribe settled in the country about the year 1200 under their Chief, Sejakji, from whose three sons, Ranoji, Sarangji and Shahji, are descended, respectively, the Chiefs of Bhaunagar, Lathi and Palitana. The Wala State also is an offshoot from Bhaunagar. The town of Bhaunagar was founded in 1742 by Bhan Singh, grandfather of Wakht Singh, who succeeded to the Chiefship in 1772, and was in possession of it at the time of Colonel Walker's settlements. Bhan Singh, his son Rawal Akherajji, and his grandson Wakht Singh, took great pains to improve the trade of their country and to destroy the pirates* who infested the neighbouring seas. This led to an intimate connection between Bhaunagar and the Bombay Government. In 1759 the British Government acquired a right to a fourth share of the customs of the port of Bhaunagar from the Sidi of Surat, to whom it had been granted by Bhan Singh as the price of protection from the enmity of the Nawab of Cambay. In 1771 Rawal Akherajji assisted the Bombay

* It is uncertain whether the Chief of Bhaunagar signed the general engagement to suppress piracy which was concluded in 1808 with other Chiefs of Kathiawar. His hostility to the pirates was probably too well known to make any engagement on the subject with him necessary. The engagement given at page 62 of Mr. Hughes Thomas's collection of Treaties as having been made with Bhaunagar was made with Jam Ja-suji of *Nawanagar*, not with Bhaunagar.

Government in reducing Talaja and Mahurva, which were occupied by piratical Kolis. After the conquest of Talaja, the fort was offered to Akherajji by the Bombay Government, but he refused to accept it, and it was in consequence made over to the Nawab of Cambay. Wakht Singh, however, after his accession, dispossessed the Nawab of the fort, which, under an Engagement (No. LXXX) mediated by the British Government in 1773, he was allowed to retain on paying a sum of Rupees 75,000. The boundaries of the Bhaunagar State were largely increased by various other acquisitions made by Wakht Singh previous to the settlement of Kathiawar.

When Gujarat and Kathiawar were divided between the Peshwa and the Gaekwar, the western and larger portion of the Thakur's possessions were included in the Gaekwar's share, and the eastern and smaller portion, including Bhaunagar and the original estates of the family in Sihor, fell to the Peshwa, and formed part of the districts of Dhandhuka and Gogha, which the Peshwa ceded to the British Government under the Treaty of Bassein. At the time of the settlement of Kathiawar, therefore, part of the Bhaunagar possessions had already become British territory, while part remained under the Gaekwar. The revenue demanded from the British portion was Rupees 11,651, and that payable to the Gaekwar was fixed at Rupees 74,500. But as it was expedient to consolidate in the hands of the British Government the various claims over Bhaunagar, an Agreement (No. LXXXI) was made with the Thakur's consent for the transfer to the British Government of the Gaekwar's revenue in Bhaunagar, which was accordingly included in the additional cessions made in 1807 by the Gaekwar for the support of a contingent force.

In 1839 the mint at Bhaunagar, where copper money had previously been coined, was closed. As compensation for this a sum of Rupees 2,793-6-5 a year was granted to the Thakur. A further sum of Rupees 4,000 was given him in consideration of his resigning all claims to share in the land and sea customs of the port of Gogha. These sums are now annually paid under an Agreement (No. LXXXII) concluded on the 8th September 1840. The Thakur also subscribed the usual Engagements (Nos. LXXXIII and LXXXIV), exempting from duty vessels putting into his ports from stress of weather. The exemption was extended in 1873 to vessels belonging to the Rao of Kutch.*

After the cession of Dhandhuka and Gogha to the British Government, the Thakur of Bhaunagar, in consideration of his influence and good govern-

* See No. XI in Vol. VII.

ment, was tacitly permitted to exercise the same powers as before in the portion of his estates which fell within these districts. But in consequence of a serious abuse of power, his estates in British territory were brought under the jurisdiction of British courts, and the revenue payable by him was raised. By these measures the Chief was placed in an anomalous position very irritating to him. In his estates in Kathiawar he continued to exercise his former powers, paying a fixed revenue, while in his estates in British territory, which included his two largest towns and his place of residence, he was subject to ordinary British laws. The Thakur never ceased to complain of this and to bring forward many claims against the British Government. These were all carefully enquired into in 1859, and an Agreement (No. LXXXV) was concluded on the 23rd October 1860, by which the Thakur's revenue in his British estates was fixed at Rupees 52,000 in perpetuity, and his other claims were adjusted. It was at the same time proposed to place the town of Bhaunagar and its subordinate village of Wadwa, with the town of Sihor, and ten other villages which formed the old possession of the family, on the same footing as the estates in Kathiawar; but, owing to some doubts as to the precise legal status of Kathiawar, this was not at the time effected.

In January 1866 the Bombay Government issued a notification, whereby, in accordance with the agreement of 1860, certain villages belonging to the Chief of Bhaunagar and situate in the Dhandhuka, Ranpur and Gogha subdivisions of the Ahmadabad District, were declared to be removed from the 1st February 1866 from the jurisdiction of the revenue, civil, and criminal courts of the Bombay Presidency, and were transferred to the supervision of the Political Agency in Kathiawar on the same conditions in regard to jurisdiction as had applied to the Bhaunagar villages which had previously been included in that province. Doubts having been raised as to the legal effect of these proceedings, the Governor-General in Council issued a notification, dated the 5th December 1876, ceding these villages, so that they should be held by the Thakur Sahib on the same conditions as those in which he held his other villages in Kathiawar.

Rawal Wakht Singh was succeeded in 1816 by his son Waje Singhi, and he, in 1828, by his son Akheraj, who died in 1854. Rawal Akherajji was succeeded by his brother, Jaswant Singh, who received a Sanad (No. LXXIX) guaranteeing to him the privilege of adoption.

Jaswant Singh died in April 1870, when the succession of his son Takht Singh, now 34 years of age, was recognised.

In 1874 the Bhaunagar State entered into an Agreement (No. LXXXVI) for the construction of a line of telegraph.

The Bhaunagar and Gondal States have constructed on certain conditions (No. LX) a line of railway on the metre gauge, 193 miles in length, from the town of Bhaunagar to the Wadhwan terminus of the Bombay, Baroda and Central India Railway, with a branch from Dhola to the town of Dhoraji in the Gondal State.

The State contains 645 villages. The area of Bhaunagar is 2,360 square miles and the population (1891) 467,282; the revenue of the Chief is about Rupees 35,00,000. He pays annually to the British Government Rupees 1,28,060; to the Gaekwar Rupees 3,581½, and to the Nawab of Junagarh Rupees 22,858. The military force of the State is (1891) 15 guns, including 6 new 9-pounders, 10 artillerymen, 550 cavalry, 300 regular and 2,000 irregular infantry. An offer of the Maharaja to place 300 cavalry at the disposal of the Government of India for Imperial service has been accepted, and the training of the force has been taken in hand.

Maharaja Takht Singh is a Knight Grand Commander of the Star of India, and enjoys a personal salute of 15 guns; the salute attached to the Chiefship being 11 guns. On the 1st January 1891 the title of Maharaja was conferred upon Thakur Sahib Takht Singji, as a personal distinction.

4. PORBANDAR.

The Chief of this State, which is situated in the Barda district of Kathiawar, belongs to the tribe of Jethwa Rajputs. At the time of the settlement of Kathiawar the ruling Chief was Sartanji, but the State was virtually managed by his son Halloji. At the close of last century this State was subjected to many exactions from its neighbours; and, besides the revenue payable to the Gaekwar, it paid a tribute of Rupees 7,300 to Junagarh, Rupees 2,000 to the Babi Chief of Bantwa, Rupees 1,933 to the Kasbati of Mangrol, and Rupees 1,400 to the Portuguese settlement at Diu.

In 1808 the usual Engagement (No. LXXXVII) against piracy was taken from the Chief of Porbandar. In 1809 Rana Sartanji quarrelled with his son, in consequence of which a rebellion broke out. The fort of Kandorna was seized by the mercenary troops of the Chief, who made it over to the Jam of

Nawanagar. The aid of the British Government was called in, by whom the mercenaries were expelled. For the purpose of obtaining the continued support of the British Government, the Chief ceded (No. LXXXVIII) half the port of Porbandar, and a party of sepoys was stationed there. In 1849 the Chief executed the usual Engagement (No. LXXXIV) to levy no duties on ships driven by stress of weather into his ports. This exemption was extended in 1873 to vessels belonging to the Rao of Kutch.*

In 1869 Porbandar, which had till then been a first-class State, was reduced to the third class as a punishment for an act of cruelty committed by the Chief.

In 1886 the Rana, having turned a deaf ear to all remonstrances addressed to him regarding his persistent mal-administration, was finally deprived of all power, and a British officer was appointed to administer the State. In 1889 the Porbandar and Gondal States jointly constructed an extension of the metre-gauge railway from Dhoraji to Porbandar, 69 miles in length. This section passes through the States of Gondal, Nawanagar and Porbandar, all of which have ceded full civil and criminal jurisdiction over the line to the British Government under an Engagement (No. LXXXIX).

In 1890 the Rana of Porbandar received a Sanad of adoption (No. XC).

The State contains 97 villages. It has an area of 636 square miles and a population (1891) of 85,785. Its revenues amount to Rupees 5,50,000; and it pays to the British Government a tribute of Rupees 21,202, besides Rupees 15,000 as compensation for the half share of the sea customs; to the Gaekwar Rupees 7,196; and to Junagarh Rupees 5,106. The military force of the State consists (1891) of 5 guns, 238 irregular infantry and 13 cavalry.

The Rana of Porbandar is entitled to a salute of 11 guns; which, however, the present Chief, Shri Vikramatji, now 73 years of age, only receives when he is in British India.

5. DHRANGADRA.

The Chief of Dhrangadra, who has the title of Raj Sahib, belongs to the Jhala Rajputs and is considered the head of that tribe in the district of Jhalawar, which derives its name from them. The Raj Sahib of Wankaner and the Thakurs of Wadhwan, Limri, Chura, Lakhtar and Sayla belong to the same tribe or family. The ancestor of the family, Harpal, is said to have belonged to a Makwana family of Kutch, who in the 13th century moved to Gujarat, and took service with Karan Ghelo, the last

* See No. XI in Vol. VII.

Waghela prince of Anhilwara Patan. Harpal seems to have obtained territory on the east of the Ran of Kutch, and he established his residence at Patri. Thence the family moved to Kuva, and, when driven thence in 1488, made their capital at Halwar, a place some 20 miles north of Dhrangadra. In the beginning of the present century the seat of Government was moved to Dhrangadra. At the time of Colonel Walker's settlement Amarsinghji was the Chief of Dhrangadra. He died in 1843, and was succeeded by his son Ranmarsinghji. He was the first Chief in Kathiawar that was made a Knight Commander of the Star of India. He died in 1869 and was succeeded by his son Mansinghji, the present Raj Sahib. The latter also is a Knight Commander of the Star of India, and receives a personal salute of 15 guns; the salute attached to the Chiefship is 11 guns. In 1889 the Raj Sahib of Dhrangadra preferred a claim to precedence over the Rana of Porbandar; but it was rejected. In June 1890, the Chief of Dhrangadra received a Sanad of adoption (No. XC).

The annual revenue of the Dhrangadra State is 7,80,000 rupees, from which a peshkash of Rupees 40,671 is paid to the British Government, and a tribute (zortalabi) of Rupees 4,006 to the Junagarh State. The State has an area of 1,156 square miles and a population (1891) of 103,754. The military force consists (1891) of 6 guns of obsolete pattern, 18 artillerymen, 96 cavalry and 385 infantry.

6. MORVI.

The Chief of Morvi, which is in the Halar division of Kathiawar, is a Jareja Rajput of the same family as the Rao of Kutch and the Jam of Nawagar. He claims to belong to the senior branch. The present ruler, Waghji, now 34 years of age, was created a Knight Commander of the Order of the Indian Empire, and his State was raised to the first class in February 1887, on the occasion of Her Majesty's Jubilee. In 1890 the Chief of Morvi received a Sanad of adoption (No. XC).

In 1886 the Chief constructed a railway on the 2' 6" gauge from the civil station of Wadhwan, the terminus of the Bombay, Baroda and Central India Railway, to his capital; and in 1890 he made a branch to Rajkot, the headquarters of the Kathiawar Agency. The total length of the line is 94 miles. The States through whose territories the line passes executed an Agreement (No. XCI), ceding to the British Government full civil and criminal jurisdiction over the railway.

A telephone wire 48 miles long has been established between Morvi and the port of Wawania, on the Gulf of Kutch, and the head-quarters of the Tankara Mahal.

The total revenue of the State is about Rupees 10,00,000. Its military force consists (1891) of 2 serviceable guns, 131 cavalry, and 1,043 irregular infantry. There are 147 villages under this State, which has an area of 821·6 square miles and a population (1891) of 105,335.

7. GONDAL.

In 1874 an Agreement (No. XCII) for the construction of a line of telegraph was executed with the Gondal State as an offshoot from Rajkot; but that arrangement was subsequently altered, and from 1880 the Gondal telegraph office has been connected with the telegraph line on the Bhaunagar-Gondal-Junagarh-Forbandar Railway.

The arrangements made by this State in conjunction with Bhaunagar for the construction of the Bhaunagar-Gondal Railway have been referred to above.

In 1886 an Agreement (No. XCIII) was made for the cession of land in Jetalsar for the head-quarters of the Sorath Prant officer; the ceded area is to be at the absolute disposal of the British Government during occupancy.

His Highness Thakur Sahib Bhagwatsinghji, the present Chief, a Jareja Rajput, is 27 years of age, and receives a salute of 11 guns. He was appointed a Knight Commander of the Order of the Indian Empire on the 16th February 1887 and was raised to the rank of a first-class Chief in December of the same year. The construction of the railway extension to Forbandar in conjunction with that State has already been referred to. In 1889 the Chief received (No. XCIV) the right of adoption.

The gross revenue of the State is Rupees 12,00,000, the area 1,023·74 square miles, and the population (1891) 161,036. It contains 174 villages. The military force consists (1891) of 3 guns, 12 artillerymen, 91 irregular cavalry, and 504 irregular infantry.

8. WANKANER (VANKANER).

The present Chief, Raj Amarsinghji, now 13 years of age, belongs to the Jhala family and claims to be senior to Dhrangadra. He received a Sanad of adoption (No. XC) in 1890.

Wankaner is a second-class State and comprises 87 villages, with a revenue of Rupees 2,31,000 and a population (1891) of 39,329. The area of the taluka is 414 square miles. The military force consists (1891) of 2 guns, 73 cavalry and 70 regular infantry.

9. PALITANA.

The Chief of Palitana, a second-class State, named Thakur Sahib Mansinghji, belongs to the Gohel class of Rajputs, and is now 30 years of age. The right of adoption was accorded to him and his successors (No. XC) in 1890.

The taluka consists of 87 villages, with a population (1891) of 60,848, and yields a revenue of Rupees 5,00,000. The area of the State is 288 square miles. Its military force consists (1891) of 7 guns, 3 artillerymen, 77 cavalry and 327 infantry.

Shetrunja, the most sacred hill of the Jains, stands about a mile to the south of Palitana town.

10. DHROL.

The Chief of Dhrol, a second-class State, Thakur Sahib Harisinghji, now 47 years of age, is a Jareja Rajput of the same family as the Jam of Nawagar. He received a Sanad of adoption (No. XC) in 1890.

The taluka comprises 67 villages, with a population (1891) of 27,007 and a revenue of Rupees 1,50,000. The area of the taluka is 282 square miles. It has (1891) a military force of 2 guns, 25 cavalry and 308 irregular police.

11. LIMRI (LIMBDI).

The Chief of the second-class State of Limri, Sir Jaswatsinghji, now 33 years of age, is a Jhala Rajput of the same family as the Raj Sahib of Dhranadra.

In 1884 the Chief was appointed a member of the Legislative Council of Bombay, and is the first Chief of Kathiawar who has served in that capacity.

In 1887 he was a member of the deputation of Kathiawar Chiefs which went to England to congratulate Her Majesty the Queen on attaining the Jubilee year of her reign. The dignity of a Knight Commander of the Order of the Indian Empire was on that occasion conferred on him. In 1890 he received a Sanad of adoption (No. XC).

The taluka consists of 44 villages under the Kathiawar Agency and 28 situated in the Ahmadabad Collectorate. The area of the taluka is 343 square miles; the gross revenue amounts to Rupees 2,64,000, and the population consists (1891) of 48,176. The military force comprises (1891) 2 guns, 14 artillerymen, 35 cavalry and 134 irregular infantry.

12. RAJKOT.

An Agreement (No. XCV) was made with the Chief of Rajkot in 1863, granting him a remission of Rupees 1,500 from the annual tribute payable to the British Government. This was compensation for lands provided as a site for a civil station.

On the 16th April 1890 the Chief, Thakur Sahib Bawaji, a Jareja Rajput, died at the age of 34, and was succeeded by his son and heir named Lakhaji, now 6 years of age. The Thakur, who ranks as a second-class Chief, received a Sanad of adoption (No. XCVI) in 1890.

In 1890 an arrangement was made with the Rajkot State in connection with the construction of a tank to supply water to the civil station of Rajkot. A payment of Rupees 500 a year is made to the State by the Kathiawar Agency in consideration of the use of the land and water.

This State contains 61 villages with an area of 241 square miles. The revenues are about Rupees 2,00,000. The population according to the census of 1891 is 49,938. The tribute due to the British Government, excluding the remission, is Rupees 18,991. The Nawab of Junagarh also receives Rupees 2,330 a year from Rajkot. A sum of Rupees 2,894-4-10 is yearly paid to the Chief as compensation for lands taken up as a site for a cantonment in 1822. The military force of the State is (1891) 2 guns of obsolete pattern, 34 cavalry, and 315 irregular infantry.

13. WADHWAN.

Balsinghji, Thakur Sahib of Wadhwan, is one of the principal Chiefs in the Jhalawar division of Kathiawar.

In 1864 a remission of Rupees 2,250 was made from the payments due from Wadhwan to the British Government under an Agreement (No. XCVII), by which the Chief ceded certain lands required for the headquarters of the Jhalawar subdivision. At the same time an annual remission of Rupees 250 was made (No. XCVIII) to the Bhumias of Dudhrej, who are of the Wadhwan Bhayad. The Bhumias pay to the British Govern-

ment Rupees 1,102, besides Rupees 97 to Junagarh. Their gross revenue is about Rupees 18,342.

The present Chief was installed in November 1885 as successor to his brother Dajiraj, who died without male issue in May 1885. He pays to the British Government Rupees 25,922½, besides Rupees 87 for villages in the Ahmadabad district. He also pays Rupees 2,682 to the Nawab of Junagarh. In 1890 the right of adoption was conceded to the Chief of this State (No. XC).

The revenues of Wadhwan amount to Rupees 4,25,000. The population (1891) is 42,438; the number of villages is 31, within an area of 236 square miles. The military force amounts (1891) to 2 guns (obsolete pattern), 1 artilleryman, 51 cavalry, and 142 regular infantry.

14. JAFARABAD.

Jafarabad, otherwise called Muzaffarabad, is part of the territory of the Nawab of Janjira. He is of Sidi or African extraction; and he ranks in Kathiawar as a second-class Chief.* Jafarabad pays no tribute either to the British Government or the Gaekwar. The Sidis were the admirals of the Mughal fleet. They possessed some of the principal ports on the west coast of India, and the British Government at an early date formed commercial relations with them. A commercial Treaty (No. XCIX) was concluded with Sidi Hilal of Jafarabad in 1761. In 1838 the Chief agreed (No. LXIX) to take measures to prevent sati in his State, and in 1849 he executed the usual Engagement (No. LXXXIV) regarding the levy of duty on vessels driven into his port by stress of weather.

This State contains 12 villages with a gross revenue of Rupees 60,000. It has an area of 42 square miles; and the population according to the census of 1891 is 12,389. The State has (1891) a military force of 35 guns of obsolete pattern and 19 irregular infantry.

15. MALIA.

In 1863 the Chief of Malia executed an Agreement (No. C) engaging to make effective arrangements for keeping the Mianas under proper control, and to be responsible for their conduct. In consequence of the prevalence of serious crime in the taluka, the criminal jurisdiction of the fourth

* See Janjira, Volume VII.

class, which belonged to the State, was withdrawn in 1880. In 1883 its jurisdiction was restored, except in regard to Miana subjects. They are still under the criminal jurisdiction of a special magistrate, who is appointed by the Political Agent in Kathiawar.

Thakur Modji, the present Chief of Malia, is a Jareja Rajput, 47 years of age. Malia is a fourth-class State, containing 12 villages within an area of 102 square miles; its revenue is Rupees 60,000, and its population (according to the census of 1891) 13,589. The military force amounts (1891) to 25 cavalry and 49 irregular infantry.

The following list enumerates the principal Chiefs in Kathiawar, besides those already mentioned :—

Name of place.	Name of Chief.	Caste.	Class.	Age.	No of villages.	Population (1891).	Revenue.	MILITARY FORCE (1891).			
								Guns.	Artillery men.	Cavalry.	Infantry.
Lakhtar . .	Thakur Karansinghji .	Jhala Rajput .	III	45	51	25,203	Rs. 80,000	4	2	210	25
Sayla . .	Thakur Sahib Wakhtsinghji.*	Do. . .	"	46	38	15,891	65,000	2	2	10	128
Chura . .	Thakur Becharsinghji .	Do. . .	"	52	14	13,123	26,000	2	...	11	127
Vala . .	Rawal Wakhtsingji .	Gohel Rajput .	"	28	38	17,842	1,50,000	2	...	26	126
Jasdan . .	Khachar Ala Chela .	Kathi . .	"	60	56	35,057	1,00,000	5	2	62	402
Bantwa (Manavadar).	Fatehdinkhanji .	Babi Muhamadan.	"	7	56	42,105	2,51,332	1	...	11	33
Lathi . .	Thakur Sursinghji .	Gohel Rajput .	IV	18	9	8,320	1,00,000	1	...	12	25
Muli . .	Thakur Sartansinghji .	Parmar Rajput .	"	58	19	16,763	1,00,000	..	...	84	60
Bajana . .	Malik Nasibkhanji .	Malik Muhamadan.	"	72	27	16,027	1,00,000	...	...	60	30
Virpur . .	Thakur Suraji . .	Jareja Rajput .	"	46	13	7,306	41,000	...	...	10	41
Kotra-Sangani .	Thakur Mulvaji . .	Do. . .	"	19	25	10,221	95,000	...	...	8	142
Jetpur . .	Shareholders† . .	Kathis . .	"	...	144	111,549	7,82,000	1	...	46	191
Patri . .	Surajmalji‡ . .	Kunbi Hindu .	"	45	7	4,438	15,000	...	...	20	74
Gidar . .	Samatkhanji‡ . .	Babi Muhamadan.	"	39	13	included in Bantwa.	1,14,300	...	...	2	14

* This Chief received the title of Thakur Sahib as a personal distinction in recognition of his good administration.

† There are fifteen jurisdictional shareholders, viz., three 4th class, four 5th class, and eight 6th class; and five non-jurisdictional shareholders in this taluka.

‡ These Chiefs were in 1885 promoted from the 5th to the 4th class as a personal distinction, in recognition of the merits of their administration.

Besides the above Chiefs there are in Kathiawar seventeen jurisdictional talukdars of the third class, four of the sixth class, and six of the seventh class. These smaller talukdars are mostly cadets of the Jareja and Jhala houses, or are either Khachar or Wala Kathis. The Wala Kathis own the large estate of Jetpur, which has a revenue of about Rupees 8,00,000, but it is divided among twenty sharers, none of whom is important enough to have more than fourth-class jurisdiction. Those talukdars whose jurisdiction has been surrendered or resumed are grouped under the thanas according to situation.

No. XLVII.

I.

FA'EL ZAMIN of the CHIEF of VANKANER—1807.

Shri (Prosperity).

Written by Barot Fulji Rupsinghji of Nara to Shrimant Rao Shri Sena Khas Khel Shamsher Bahadur.

To wit,—That I, of my own free will, have given to the Shrimant Pant Pradhan and to the Government of the Gaekwar on behalf of Jhala Chandrasingji of Taluka Vankaner constant and efficient security against exciting disturbances (Fa'el Zamin) for the two shares, constituting the entire Province as follows:—

ARTICLE 1.

That I will not have a feud with any other (Chief), nor will I harbour the outlaw of any other (Talukdar) whether Kathi or Rajput, **nor will I encroach upon the frontier of another*, nor will incite any other person to commit any act of violence. I agree to act as has been the custom hitherto, and if any one's Bhayat should come and write over to me their lands or village I will not purchase such lands or village. *†I will not revenge myself upon any one for past enmities.* I will not harbour thieves in my limits, but if I keep any in my country, it shall be under proper precautions. I will not plunder in the Taluka of any other (Chief) or on the high-road. If any impoverished landholder should be in want, and write over his land or village, I will report the matter to Government, and only purchase them after obtaining permission. And if I should ever wish to write over (my lands) to any one, I will only write them over after obtaining the Government permission.

ARTICLE 2.

I will not associate with any delinquent or criminal of Government, whether one of the Shrimant Sena Khas Khel, or of the Company Bahadur's Government.

ARTICLE 3.

On both sides of us are situated the Mahals‡ of the Shrimant Pant Pradhan and the Gaekwar Government, and also those of the Honourable Company. In

* The sentence in italics is in addition to the text of the Limbdi Fael Zamin.

† Also an addition as above.

‡ Meaning perhaps Mahals in which these Governments held an interest, such as tributes, etc., as well as their Crown domains.

these Mahals I will not commit any robberies or make any plundering incursions, nor will I, in any way, molest any merchant or traveller, but will supply them with labourers and thus escort them beyond my frontier. **The owner of the village within the limits of which, a merchant or a traveller may suffer loss, shall be responsible for the same, and if the loss be sustained at the village or on the frontier of a Talukdar, the Talukdar shall be responsible, or (the village owner or the Talukdar) shall produce the real thief.*

ARTICLE 4.

If I have encroached on the frontier of any other (Zamindar) by force, or purchased the land of any one, knowing him to be impoverished, then I agree to resign such land on fair terms and afterwards to make no claim to it.

ARTICLE 5.

According to the above conditions I become constant and efficient security, and agree to fulfil and cause the (terms of the) same to be observed from generation to generation. And should the Sarkar's Mohsal come on account of any failure to observe this agreement, then I consent to give such satisfaction of the case in point as the Sarkar may demand, together with the daily expenses and fine imposed by the Mohsal.

I make Jadeja Jiaji of Taluka Morvi, the perpetual and efficient counter-security for this, and execute the deed.

1 Signature.

Signature of Barot Fulji.

Rupsingh of Nara (mark).

Written by Jadeja Jiaji of Morvi.

To wit,—I have become perpetual and efficient counter-security to the Sarkar, and will fulfil and cause to be observed, be responsible for, and enforce responsibility for, that which has been written above.

Signature (of counter-security)

1 Signature of Jadeja Jiaji.

Handwriting of KARPARAM DAYARAM.

(True translation.)

(Sd.) JOHN W. WATSON,

President, Rajasthanik Court.

2.

FA'EL ZAMIN OF THE CHIEF OF GONDAL.

Shri (Prosperity.)

THREE PESHA 15.

Written by Barot Karar son of Fulji Rupsinghji of Nara to Shrimant Rao Shri Sena Khas Khel Shamsheer Bahadur.

To wit,—That I, of my own free will, have given to the Shrimant Pant Pradhan and to the Government of the Gaekwar, on behalf of Jadeja Devaji and Kunvar Nathuji of the Taluka of Gondal-Dhoraji, constant and efficient security against exciting disturbances (Fa'el Zamin) for the two shares constituting the entire Province as follows:—

ARTICLE 1.

That I will not have a feud with any other (Talukdar) nor will I harbour the outlaw of any other (Talukdar) whether Kathi or Rajput, nor will incite any other person to commit any act of violence, **nor will I encroach upon the boundary of another.* I agree to act as has been the custom hitherto; and if any one's Bhayat should come and write over to me their lands or village,† I will not purchase such lands or village. I will not revenge myself upon any one for past enmities. I will not harbour thieves in my limits, but if I keep any in my country, it shall be under proper precautions. I will not plunder in the Taluka of any other (Chief) or on the high-road. If any impoverished landholder should be in want, and write over his land or village, I will report the matter to Government, and only purchase them after obtaining permission. And if I should ever wish to write over (my lands) to any one, I will only write them over after obtaining the Government permission.

ARTICLE 2.

I will not associate with any delinquent or criminal of Government whether one of the Shrimant Shri's (Gaekwar's) Government, or of the Company Bahadur's.

ARTICLE 3.

On both sides of us are situated the Mahals‡ of the Shrimant Pant Pradhan and the Gaekwar Government, and also those of the Honourable Company. In these mahals I will not commit any robberies or make any plundering incursions, nor will I, in any way, molest any merchant or traveller, but will supply them with labourers and guards, and thus escort them beyond

* The sentence in italics is in addition to the text of the Limbdi Fael Zamin.

† Also an addition as above.

‡ Meaning perhaps Mahals in which these Governments held an interest, such as tributes, etc., as well as their Crown domains.

my frontier. **The owner of the village, within the limits of which, a merchant or a traveller may suffer loss, shall be responsible for the same, and if the loss be sustained at the village of a Talukdar, the Talukdar shall be responsible, and (the village owner or the Talukdar) shall produce the real thief.*

ARTICLE 4.

If I have encroached on the frontier of any other (Zemindar) by force or purchased the land of any one, knowing him to be impoverished, then I agree to resign such land on fair terms and afterwards to make no claim to it.

ARTICLE 5.

According to the above conditions I execute this deed, and make Jam Shri Jasaji of the Navanagar Taluka the counter-security for it; and agree to fulfil the (terms of the) same as above. Should the Sarkar's Mohsal come on account of any failure to observe this Agreement, then I consent to give such satisfaction of the case in point, as the Sarkar *†and their officials* may demand, together with the daily expenses and fine imposed by the Mohsal. Kartak Shud 2nd Samvat 1864.

Signature (of the security) (Mark).

Signature of the counter-security.

Signature of Jam Shri Jasaji in the handwriting of Rudarji Rugnathji.

(True translation.)

(Signed) JOHN W. WATSON,

President, Rajasthanik Court.

3.

FA'EL ZAMIN of the CHIEF LIMRI.

Shri (Prosperity.)

Written by Vyas Bhagti Mogji of Viramgam to Shrimant Rao Shri Sena Khas Khel Shamsheer Bahadur.

To wit—That I, of my own free will have given to the Shrimant Pant Pradhan, and to the Government of the Gaekwar, on behalf of Jhala Hari-singhji of the Taluka of Limbdi, constant and efficient security against exciting disturbances, (Fa'el Zamin) for the two shares constituting the entire Province as follows :—

ARTICLE 1.

That I will not have a feud with any other (Talukdar), nor will I harbour the outlaw of any other (Talukdar) whether Kathi or Rajput, nor will incite

* Addition to the Limbdi text.

† Also an addition.

any other person to commit any act of violence. And if any one's Bhayat should come and write over to me their lands or village, I will not purchase such lands or village. I will not plunder in the Ta'uka of any other (Chief) nor on the high-road. I agree to act as has been the custom hitherto. I will not harbour thieves in my limits, but if I keep any in my country, it shall be under proper precautions. If any impoverished landholder should be in want, and write over his land or village, I will report the matter to Government, and only purchase them after obtaining permission. And if I should ever wish to write over (my lands) to any one, I will only write them over after obtaining the Government permission.

ARTICLE 2.

I will not associate with any delinquent or criminal of Government, whether one of the Shrimant Sena Khas Khel Saheb, or of the Company Saheb's Government.

ARTICLE 3.

On both sides of us are situated the Mahals* of the Shrimant Pant Pradhan, and the Gaekwar Government, and also those of the Government of the Honourable Company. In these Mahals I will not commit any robberies or make any plundering incursions, nor will I, in any way, molest any merchant or traveller, but will supply them with labourers, guards and porters and thus escort them beyond my frontier.

ARTICLE 4.

If I have encroached on the frontier of any other (Zamindar) by force, or purchased the land of any one, knowing him to be impoverished, then I agree to resign such lands on fair terms, and afterwards to make no claim to it.

ARTICLE 5.

According to the above conditions, I become constant perpetual security, and agree to fulfil and cause (the terms of the) same to be observed from generation to generation. And should the Sarkar's Mohsal come on account of any failure to observe this Agreement, then I consent to give such satisfaction of the case in point, as the Sarkar may demand, together with the daily expenses and fine imposed by the Mohsal.

I make Jhala Amarsinghji of Halvad Dhrangadra, the counter-security for this; and execute the deed. Kartak Shud 2nd Samvat 1864.

Signatures—Vyas Bhagti Mogji,
(Mark) .

(Counter-security's) signature.
(Mark)

* Meaning perhaps Mahals in which these Governments held an interest, such as tributes, &c., as well as their Crown domains.

Written by Jhala Shri Amarsinghji. I have become counter-security and will fulfil and cause to be observed that which has been written above.

The handwriting of Mehta Parbhujji.

(True translation.)

(Signed) JOHN W. WATSON,

President, Rajasthanik Court.

4.

FA'EL ZAMIN OF THE CHIEF OF DASADA.

Shri (Prosperity).

To the Shri Darbar,

Written by securities Malik Bapumiah Lalamiah and Malik Baji Motibhai and Malik Kamumiah Dalabhai and Babar Khan Bhai Sajubhai, inhabitants of the Dasada Taluka, and by the counter-securities Barosi Jafar Achhabhai and Sindhi Moti Chaba and Pathan Sher Khan Bala and Babar Jamal Chandbhai, inhabitants of the aforesaid Taluka.

To wit,—We have become perpetual and efficient securities and counter-securities for (the non-commission of acts of violence by) the Gametis (Talukdars) Girasias and Jivaidars and all other armed tribes and of the Charan's huts (with) enclosures within the villages of the said Taluka. No one shall commit acts of violence nor harbour any robber or any one's outlaw nor associate with them, nor give or send to any bad characters either food or provision in the village lands or on the frontier, and if any man shall come and reside at the house of any one and it be proved that such person be an outlaw or offender against any one, we agree to produce him, and promise not to keep stolen property, and if any one's outlaw be crossing our lands or boundary, we agree, on being informed to this effect, to at once go and capture them; and if an alarm of bad characters having come to any neighbouring village reach us, we agree to go thither at once and aid such neighbouring village. If we make any default in acting as above written, we agree to produce the defaulter, and if we are unable to produce him, then we personally agree to constantly and efficiently, conjointly and severally, be responsible to both the Sakar and the Darbar for the loss as directed by them, and if the tracks of any bad characters shall enter the land of any village of our Taluka,

we agree to carry them on satisfactorily to another village and there entrust them to the authorities of such village. And if we are unable to carry on satisfactorily the tracks, then we agree to be responsible in such way as the Government may direct.

Samvat 1878, 1st Aso Shud 8th, September 23rd, 1822 A. D.

Signatures of Securities.

MALIK BAPUMIAH LALAMIAH.

(Mark).

Handwriting of (not legible).

MALIK KANUMIAH DALAMIAH.

(Mark).

Handwriting of (not legible).

MALIK BAJI.

(Mark).

Handwriting of (not legible).

BABAR KHANBHAI SAJIBHAI.

(Mark).

Handwriting of Samtullah.

Signatures of Counter-Securities.

BAROSI JAFAR ACHHABHAI.

(Mark).

SINDHI MOTI CHABA.

(Mark).

PATHAN SHEER KHAN BALA.

(Mark).

BABAR JAMAL CHANDBHAI.

(Mark).

(True translation).

(Signed) JOHN W. WATSON,
President, Rajasthani Court.

5.

FA'EL ZAMIN OF THE CHIEF OF BHADVANA.

Shri (Prosperity).

Written by Vyas Bhagti Mogji of Viramgam, to Shrimant Rao Shri Sena Khas Khel, Shamsheer Bahadur.

To wit,—That I, of my own free will have given to the Shrimant Pant Pradhan and to the Government of the Gaekwar, on behalf of Jhala Tejaji and others of Bhadvana, Bhayat of Taluka Limbdi, perpetual and efficient security against exciting disturbances (Fa'el Zamin), for the two shares, constituting the entire Province as follows :—

ARTICLE I.

That we will not have a feud with any other (Chief), nor will we harbour the outlaw of any other (Talukdar), whether Kathi or Rajput, nor will we incite any other person to commit any act of violence; and if any one's Bhayat should come and write over to us their lands or gardens (Wadis), we will not purchase such lands or gardens (Wadis). We agree to act as has been the custom hitherto. **We will not revenge ourselves upon any one for past enmities.* We will not harbour thieves in our limits, but if we keep any in our country, it shall be under proper precautions. We will not plunder in any Taluka or on the high-road. If any impoverished landholder should be in want, and write over his land or village, we will report the matter to Government, and only purchase them after obtaining permission. And if we should ever wish to write over (our lands) to any one, we will only write them over, after obtaining the Government permission.

ARTICLE 2.

We will not associate with any delinquent or criminal of Government, whether one of the Shrimant Sena Khas Khel or of the Company Bahadur's Government.

ARTICLE 3.

On both sides of us are situated the Mahals† of the Shrimant Pant Pradhan and the Gaekwar Government, and also those of the Honourable Company. In these Mahals we will not commit any robberies, or make any plundering incursions, nor will we in any way molest any merchant or traveller; but will supply them with labourers and porters, and thus escort them beyond our frontier. **The owner of the village, within the limits of which a merchant*

* The sentence in italics is in addition to the text of the Limdi Fa'el Zamin.

† Meaning perhaps Mahals in which these Governments held an interest, such as tributes, &c., as well as their Crown domains.

or a traveller may suffer loss, shall be responsible for the same, and if the loss be sustained at the village or on the frontier of a Talukdar, the Talukdar shall be responsible.

ARTICLE 4.

If we have encroached on the frontier of any other (zamindar) by force, or purchased the land of any one, knowing him to be impoverished, then we agree to resign such land on fair terms, and afterwards to make no claim to it.

ARTICLE 5.

According to the above conditions, I have become constant and efficient security, and agree to fulfil and cause the (terms of the) same to be observed, from generation to generation; and should the Sarkar's Mohsal come on account of any failure to observe this Agreement, then I consent to give such satisfaction of the case in point, as the Sarkar may demand, together with the daily expenses and fine imposed by the Mohsal. I make Jhala Rupaji of Mouji Kherali, the perpetual and efficient Ad Zamin (counter-security) for this, and execute the deed. Kartak Shud 12th of Samvat 1864.

Signature.

Signature of Vyas Bhagti Mogji (mark).

Written by—To wit,—That I have become perpetual and efficient Ad Zamin (counter-security) to the Sarkar and will fulfil and cause to be observed, be responsible for, and enforce responsibility for, that which has been written above.

Signature of (counter-security)

JHALA RUPABHAI.

To wit,—That I have become counter-security, and will fulfil and cause to be observed, that which has been written above.

Handwriting of Bhanji.

(True translation.)

JOHN W. WATSON,

President, Rajasthanik Court.

6.

FA'EL ZAMIN OF THE CHIEF OF NAWANAGAR.

TRANSLATION.

Shri (Prosperity).

To Shrimant Rao Sena Khas Khel Shamsher Bahadur * * * * *

The writing of * * * * *, presenting compliments.

We, of our own free accord, hereditarily provide *Fa'el Zamin* for the Taluka of * * * * *, the following being the particulars as to how the Girasias

belonging to the territories of both the Pant Pradhan (Peshwa) and the Gaikwad Sena Khas Khel Sarkars :—

1. They should not quarrel among themselves, nor should they receive and harbour anybody in their villages. No one should commit a disturbance, nor encroach upon the boundaries [of another], abiding strictly by the same good conduct as hitherto observed. Past enmities should not be raked up and robbers, &c., should not be entertained. In case Patils, &c., from the Sarkar's territory come with offers to mortgage their lands and villages, the same should not be accepted. They should act in accordance with the Sarkar's orders and should not act in any improper manner. They should follow the right practice.

1. They should not associate with or assist men guilty of having committed unlawful things [in the territories] of the Shrimant Sena Khas Khel Sahab and of the Company Bahadur. They should not commit robberies and depredations in the Mahals of the Sarkar Shrimant Pant Pradhan, the Gaikwad and the Company Bahadur, nor should molest any passengers, merchants, and others travelling, but should provide them with labourers to carry their baggage and see that they safely go out of their respective boundaries. Should any Sarkars, &c., suffer injury on the way the same shall be made good by him in whose limits the same took place. In case the villageman be unable to do this then the Talukdar should make good the loss. If the villages and lands of any zamindar have been forcibly retained owing to the zamindar's ruined circumstances or otherwise the same shall be restored to him and no claim be made about it hereafter.

According to the terms mentioned above we have afforded fresh security to continue from generation to generation. If the Girasias commit any disturbances and if the Sarkar's Mohsal comes, we shall pay his daily expenses and wages and shall give such satisfaction as the case in point may require. This is agreed to by us.

Signature * * * * *

Ad Jamin * * * * *. We shall see the Girasias act in accordance with what is written above, and in case they do not act accordingly we shall be responsible in regard thereto.

Y. M. KELKARY,

Oriental Translator to Government.

11th October 1892.

No. XLVIII.

MEMORANDUM of an AGREEMENT with the CHIEFTAIN of LIMREE touching the SETTLEMENT of the LIMREE TALOOKA—1807-1808.

ARTICLE 1.

A permanent agreement with a guarantee touching the injury to which

my old talooka, including the villages in the Dhundoooca and Ranpore, is liable by the egress and regress of the army.

ARTICLE 2.

The instalments and money payments shall be made as heretofore. The chunde, provision, and paun-sooparee shall be supplied by me, in the usual manner, to any village guard furnished on my requisition, during the egress and regress of the army.

ARTICLE 3.

If any cattle should go into the camp from my talooka after the payments shall be made, they shall be given up in the usual manner.

ARTICLE 4.

The payments of my Bhayad being made separately to the Government, they shall be realized by it, without any molestation to me on that account.

ARTICLE 5.

If any of my Bhayad or co-sharers should prefer an appeal to Government I am not to be restrained by any unjust interference on its part, in what I have hitherto enjoyed under written instruments. On the other hand, I am to do nothing henceforward without the sanction of Government previously obtained.

ARTICLE 6.

If any part of my conduct should appear exceptionable to Government, it shall, in the first instance, despatch a Cossid to warn me, and if I should omit to send back a person along with the same Cossid to justify myself to government a Mohsul is to be thereupon despatched.

ARTICLE 7.

If through the dispensations of Providence my country should be visited in any year by afflictions, heavenly or earthly, the Government shall afford me its succour in such year.

ARTICLE 8.

If the payments on account of the Choova talooka should not be made in any year, I will cause the Chief of Bhurkoova to liquidate the same according to the amount assessed by Government on the said village of Bhurkoova, being Rupees 475, but no injury is to be done to the village.

ARTICLE 9.

I request the succour of Government in conformity with the foregoing representation, and upon the condition that I regularly make the payments at Baroda from Sumwut of the year 1865, during the whole of the decennial

settlement, and enter into a written engagement to make the same payments at Baroda in all time to come; and further that I give *fa'el* and *arr* security permanently for my submission (Rujoo) to government. I request the guarantee for the just and due fulfilment of this agreement of Major Alexander Walker on the part of the Honourable Company.

ARTICLE 10.

It is hereby agreed that the stipulations of the foregoing ten Articles shall be carried into effect by government.

ALEXANDER WALKER, *Major.*

—

Persian.

Signed in English.

*Dated Camp near Pergunnah Surpudur, talooka Daley, in Kattywar, one
Ramzan Sunnat Suman-wu Mylein-wu-Ulf (A.D. 1807-08.)*

No. XLIX.

RULES for the SETTLEMENT of CLAIMS of SUBORDINATE BHAYADS and MOOLGIRASSIAS of KATTYWAR STATES—1873.

A survey and settlement of lands and settlement of other rights belonging to Bhavads and Moolgirassias will be made by the Durbars by means of their own officers. To ensure uniformity and greater skill in decision, a General Superintendent of these surveys will be appointed and paid for by the Durbars. The survey and settlement will be proceeded with and completed with all possible despatch. Quarterly progress reports will be submitted to the Rajasthanik Sabha, by whom they will be forwarded to Government through the Political Agent.

2. As a record of the survey and settlement in each State, a Register shall be prepared in triplicate, subject to the arrangements hereinafter described. One copy will be preserved in the records of the State concerned, one copy will be recorded by the Rajasthanik Sabha, and one copy will be placed in the Agency records. The Durbars will furnish to the Bhayad or Moolgirassia concerned a certified copy of the entry regarding his holding.

3. Where there is no dispute about arrears or dues to the Durbar, or where the Bhayad or Moolgirassia agrees in writing to the settlement offered

by the Durbar, an entry to that effect shall be made in the register. The Rajasthanik Sabha shall, by calling before them the parties concerned, or by other proper means, satisfy themselves that the settlement has been duly understood and freely agreed to, and shall then sign the entry in the register, and no further proceedings shall be allowed. A quarterly progress reports of such entries having been signed will be made to the Political Agent for his information.

4. When at the time of survey and settlement the Bhayad or Moolgirassia declines to accept the terms offered he shall give the Durbar officer a memorandum of his claim, which the Durbar shall dispose of in the first instance, noting the fact of the objection. The Durbar officer will immediately send to the Rajasthanik Sabha copy of his decision.

5. If dissatisfied with the decision of the Durbar the Bhayad or Moolgirassia may, within a period of ninety (90) days (exclusive of the days occupied in furnishing him with a copy of the decision), present a petition to the Rajasthanik Sabha, showing distinctly what he claims; and the Sabha shall enquire into and dispose of the petition according to these rules. For special and sufficient reason the Sabha may extend the above period.

6. The Rajasthanik Sabha shall be composed of a President and two Members:—

I.—The President shall be appointed by Government from among such persons as the Durbars shall propose. Should none of the persons proposed meet with the approval of Government, the Durbars will be informed and requested to submit other names within a reasonable time. If they fail within a reasonable time to submit a list, which shall be approved, Government may appoint.

II.—The Durbars will submit twelve names of persons suitable to be members of the Rajasthanik Sabha, and out of these Government will select six members. The President of the Court will call two out of these selected six from time to time to sit with him at the trial of cases. Either party to a case may object to one of the members called, and the President will substitute another for him.

III.—All cases brought before the Rajasthanik Sabha shall be heard by the President and two members. But if upon any point whatever the President and the two members differ in opinion as to the decision which should be passed, the Political Agent, who, for the case in question, will be the chief President, shall decide which of the opinions shall be the decision of the Rajasthanik Sabha.

7. The persons entitled to have their claims of the kind described in paragraph 8 heard and disposed of by the Rajasthanik Sabha are—

I.—Bhayada.

II.—Moolgirassias.

By the term Moolgirassia is meant the original proprietor or the descendant of the original proprietor of a village or villages, or portion of a village or villages, who has made over a village or villages, or portion of a village or villages, or a portion of his ancient rights over a village or villages, or portion

of a village or villages as Moolgirassia to the Chief, retaining to himself another portion or certain rights therein.

Within the term Moolgirassia shall also be included, for the purpose of the proposed arrangement, Girassias holding or claiming to hold rights which in the judgment of the Rajasthanik Sabha are similar to those of the Moolgirassias.

The claims of persons (not being Bhayads) holding or claiming to hold rights on account *Chakaryat* (in consideration of service to be rendered), on account of *Inam* (in consideration of past service or under grant or gift), on account of *Dhurmada* (under a grant for religious purposes), and on other personal tenures which in the judgment of the Rajasthanik Sabha are similar to those set forth in this *proviso*, shall not be heard by the Rajasthanik Sabha, but shall be heard by and disposed of by the Durbar Courts.

The claims of mortgagees, sub-tenants, or assignees of Bhayads or Moolgirassia shall not be heard by the Rajasthanik Sabha, but shall be heard and disposed of by the Durbar Courts.

8. The Rajasthanik Sabha shall, subject to the limitations contained in paragraph 7, have jurisdiction in Girass cases brought before them by Bhayads and Moolgirassias when the dispute is between the Bhayad or Moolgirassia on the one part, and the Durbar on the other part. But when at the time of the survey and settlement a dispute arises in which the Durbar is not a party, as for example between a Moolgirassia or a Bhayad on one side, and another Moolgirassia, Bhayad, or other person, on the other side, the settlement will be effected by the officers of the Durbar; and if either party is dissatisfied, he shall be left to make his appeal in the ordinary Durbar Court, or in the third or fourth class States when the claim may be beyond the jurisdiction of the Durbar, it may be made in the Agency Court. Such cases shall not be heard in the Rajasthanik Sabha.

Provided always that the Rajasthanik Sabha shall have jurisdiction in any case in which the claimant establishes to the satisfaction of the Rajasthanik Sabha that the Durbar or a principal officer of the Durbar have a substantial interest in the case whether immediate or contingent.

9. The onus of proving that a complainant is a Bhayad or Moolgirassia shall rest on the claimant.

10. The Rajasthanik Sabha shall have power at its discretion to reject or require amendment of any petition when on the face of it it appears that the claim is not within the jurisdiction of the Sabha, or is contrary to these rules.

11. A fee of one-half of an anna per rupee shall be paid by the complainant on the estimated value of the property in dispute. The value shall be calculated at ten years' income.

The fee shall be refunded to the person paying it if the decision shall be given in his favour, and if part of the claim only be awarded, the refund shall be in that proportion.

Otherwise the fees received shall go to defray the expenses of the Sabha.

12. Complaints, where the alleged dispossession of land or other rights has occurred since 1850 A.D., shall be heard and disposed of whether now pending or not.

Complaints, where the alleged dispossession of lands or other rights occurred before 1850 A.D., shall not be heard, unless the case was returned to the Durbar under Colonel Keatinge's arrangements in 1863.

Provided, however, that where the Rajasthanik Sabha is of opinion that, for any other special and sufficient cause, complaints of dispossession of land, and other rights occurring before 1850 A.D. should be heard, it shall have discretion to do so. Provided that a previous complaint has been made and that the dispossession has occurred after 1830 A.D.

13. No case in which Government or the Political Agency has passed a decision, or in which a settlement has been made by the free consent of both parties, or by a Panchayet appointed by both parties, shall be reopened.

14. The Rajasthanik Sabha shall be guided by the Mulk Sherista and by local usage.

15. The Political Agent shall in conjunction with the President of the Rajasthanik Sabha, and two of the six selected members, named by the Durbars, frame subsidiary rules for the procedure of the Rajasthanik Sabha, subject to the approval of Government.

16. On the consent of both parties the Rajasthanik Sabha may refer matters for the decision of a Panchayet.

17. All previous records relating to any case before the Rajasthanik Sabha may be taken as evidence, the value or weight of such evidence being estimated by the Sabha.

18. When the Rajasthanik Sabha has passed a decision, an entry in accordance with such decision will be made in the register, and will be signed by the Rajasthanik Sabha.

19. Professional Vakeels will be admitted at the discretion of the Sabha but costs will not be allowed.

20. The decision of the Rajasthanik Sabha shall have the same finality in cases heard under these rules as those passed by the Talookdaree Courts in ordinary cases. There shall be no appeal from the Rajasthanik Sabha to any Agency or other Court, but its proceedings shall be subject to the general control of the paramount power, exercised through the Political Agent in Kattywar, and the decisions of Rajasthanik Sabha shall be upheld by the same authority.

SUPPLEMENTARY RULES.

I. The Rajasthanik Court to have the powers of a Political District Court as regards the causes triable in it. The President will at his discretion impose Mohsuls to ensure attention to the orders and processes of the Court, and may otherwise assert its position by the means open to a District Civil

Court. Mohsuls should be sent on Durbars where they are in fault, and through the Durbars where their subjects are concerned.

2. Mohsuls imposed by the president to be credited to the Sabha in the Treasury Accounts. The Political Agent to be removed to allow an account to be kept in his Treasury.

3. When in the opinion of the President it may be necessary, he may associate with himself either one or two chief Karbharies in the place of a member or members of the Court.

4. The Court will notify to the Political Agent its terms of sessions and vacations.

By order, &c.,

BOMBAY CASTLE, }
The 26th August 1873. }

(Sd.) C. GONNE,

Secy. to the Govt. of Bombay.

No. L.

Convention for securing efficient co-operation among the States of Kathiawar in the suppression of dacoities and other serious crime—1890.

1. A Police officer of the Police force or Sibandi of any State holding a Parwana or Sanad of his State, may in the limits of any other State arrest any outlaw, murderer or dacoit, whose name is published in the Darbar Gazette of any State, or in the Kathiawar Agency Gazette. Such notified criminal shall be at once taken to the village in whose limits he was arrested, and the matter reported to the Police Patel, or other Police officer, to whom a receipt for the offender shall be given, and the offender shall then be taken away and handed over to the State in whose limits he committed the offence. The officer effecting the arrest may be an officer of any State and not necessarily that of the State in which the offence was committed. In either case the Police of the State in whose limits the offender is found is bound on requisition to assist the Police of any other State in effecting the arrest. When any Police of the State in which the arrest is made are present, they shall, if necessary, hold the offender in custody and the Police of the other State shall be bound to help them pending the arrival of an escort from the former State. Such State shall hold him in safe custody until the Police of the State in which the offence has been committed receive charge of him in due course. The officer effecting the arrest, as well as the State in whose limits he is found, shall give information of the arrest to the State in which the offence has been committed. The cost of maintenance and transit will in all cases be borne by the State in which the offence was committed.

2. Any officer not below the rank of a Foujdar may arrest, wherever found, any person accused of an offence noted in the margin committed in the limits of the State in which he (the Foujdar) may be serving. If the offender is a foreigner to the State in which he is arrested, he shall be carried to the nearest Police officer, the arrest reported, and a receipt shall be given by the officer effecting the arrest, who may then take away the offender. If, however, the offender is claimed to be an inhabitant of the State in which he is arrested, he shall
1. Murder.
 2. Grievous hurt by dangerous means and weapons.
 3. Robbery.
 4. Dacoity.
 5. Outlawry.
 6. Retaining or receiving stolen property obtained by the commission of robbery or dacoity.
 7. Mischief by fire.
 8. House-breaking in order to commit theft.

be taken to the nearest Police officer of that State and handed over to him, and a receipt taken. The offender shall then be detained for one month in custody, or on reasonable bail, which bail shall be forfeited to the State releasing the offender on bail, if he (the accused) does not answer to his bail, within

* It is optional with the State in which the offender is arrested to surrender him although he be a subject or an inhabitant of that State.

which time the Karbhari of the State in which the offence was committed, shall demand him from the Karbhari of the State in which he was arrested.*

3. A Karbhari shall be entitled to demand such an offender, if a *primā facie* case is made out before a Nyayadhish and approved by the Karbhari. The papers of such *primā facie* case need not be sent when the offender is demanded, but the request of the Karbhari shall be sufficient.

4. No offender so handed over shall be kept in confinement or on bail for more than one month unless an extension which should not exceed a further period of another month is asked for and granted before the expiration of the first month. Failing the offender being demanded within such time he shall not be subject to a second arrest, but he must be asked for under the provisions of rule 3.

5. Any officer not below the rank of Foujdar, with a warrant of a Magistrate of his own State, or any Police officer in charge of a pursuing party in hot pursuit of dacoits, without a warrant, may enter the limits of any State and may require the Police Patel, or other Police official, to permit him in the presence of himself and a Panch to search any house for stolen property. Such property found as may reasonably be presumed to correspond with the stolen property, a list of which under the Magistrate's signature, if the demand is made under a warrant, shall be produced for comparison, may be taken away for identification, a correct list of, and receipt for it being given. If such property is not recognized within 30 days, or, if it appears that no offence in reference to such property has been committed it shall be returned forthwith.

6. When stolen property is found in the possession of a person by the Police of any State, they may arrest such person, and hand him over to the Police of his own State, and for his extradition a *primā facie* case shall be made out, which shall show that there are reasonable grounds for supposing that the

property found in his possession was obtained by the commission of an offence in respect of such property, within the limits of the demanding State.

7. Every State shall publish in the Agency Gazette monthly descriptive roll of any person or persons who may be wanted by the Police of that State on a charge of murder, dacoity, or outlawry. Such lists shall be regularly furnished to all other States.

8. Any person, not being a member of the Police but possessing in his capacity of detective a pass signed by the Superintendent of Police of his State, shall be entitled to demand help from all officers of other States in the execution of his duty in the same manner as if he were a member of the Police force of such other State.

9. If a reward is offered for the apprehension of any offender, and he is arrested in the limits of another State, and if the Police, village or regulars of that State have joined in the capture, the reward shall be equally distributed between them and the Police of the State who are in pursuit.

10. Prisoners escaped from the custody of a State, and taking refuge in another State, may be arrested, wherever found and after reporting the matter to the Police Patel of the village in whose limits he was found, he may be taken away.

List showing the names of States from Class 1 to 4 who have signed the Convention for the suppression of dacoities and other serious crime in Kathiawar.

Names of States.

Names of States.

First Class.

Third Class.

1. Junagad.
2. Navanagar.
3. Bhavnagar.
4. Porbandar.
5. Dhrangadhar.
6. Morvi.
7. Gondal.

15. Than-Lakhtar.
16. Saela.
17. Chuda.
18. Vala.
19. Jasdan.
20. Manavadar.

Second Class.

Fourth Class.

8. Vankaner.
9. Palitana.
10. Dhrol.
11. Limbdi.
12. Rajkot.
13. Wadhwan.
14. Jafarabad (Janjira).

21. Lathi.
22. Muli.
23. Bajana.
24. Virpur.
25. Malia.
26. Kotda Sangani.
27. Jetpur Vala Laxman Meram.
28. Jetpur Vala Surag Ganga.
29. Jetpur Vala Kala Devdan.
30. Patdi.
31. Gidad (Bantwa).

KATHIAWAR POLITICAL AGENCY,
RAJKOT, 16th August 1890.

E. C. K. OLLIVANT,
Political Agent.

No. LI.

ENGAGEMENT entered into by the JHAREJA CHIEFS for the suppression of INFANTICIDE.

Whereas the Honourable English Company and Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor having set forth to us the dictates of the Shasters and the true faith of the Hindoos, as well as that the 'Brumhu Vywurtuk Pooran' declares the killing of children to be a heinous sin, it being written that it is as great an offence to kill an embryo as a Brahmin; that to kill one woman is as great a sin as killing a hundred Brahmins; that to put one child to death is as great a transgression against the divine laws as to kill a hundred women; and that the perpetrator of this sin shall be damned to the hell Kule Sootheeta, where he shall be infested with as many maggots as he may have hairs on his body, be born again a leper, and debilitated in all his members, we, Jhareja Dewajee and Kooer Nuthoo, zemindars of Gondul (the custom of female infanticide having long prevailed in our caste), do hereby agree, for ourselves and for our offspring, as also we bind ourselves, in behalf of our relations and their offspring, for ever, for the sake of our own prosperity, and for the credit of the Hindoo faith, that we shall from this day renounce this practice; and, in default of this, that we acknowledge ourselves offenders against the Sircars. Moreover, should any one in future commit that offence, we shall expel him from our caste, and he shall be punished according to the pleasure of the two governments and the rule of the Shasters.

The above Engagement was signed by the following Chiefs:—

No.	Names.	Talookas of villages.
1	Jhareja Hoteerjee	Kotara Sanganee.
2	Jhareja Dossajee and Kooer Suttajee	Mallia.
3	Jhareja Jehajee	Moorvee.
4	Jhareja Runmuljee and Kooer Lakajee	Rajkot.
5	Jam Jessajee	Nowanuggur.
6	Jhareja Runmuljee, by the agency of Kooer Verajee	Sirdhar.
7	Jhareja Dewajee and Kooer Nuthoojee	Gondul.
8	Jhareja Boput Sing	Dehrol.
8	Jhareja Hoteerjee	Kursura.
8	Jhareja Suttajee	Jallia.
9	Jhareja Khengarjee	Hurmuteea.
9	Jhareja Jehajee	Kotaree.
9	Jhareja Ramsingjee	Amba.
9	Jhareja Kheemajee	Lodeka.
9	Jhareja Dewajee	Paal.
9	Jhareja Morjee	Goureedur.
10	Jhareja Dossajee	Kotaria.
10	Jhareja Khanjee	Wudalee
10	Jhareja Tejmuljee	Veerwa.
10	Jharejas Khanjee and Bhanjee	Gudka.
10	Jhareja Rai Sing	Shapoor.
10	Jharejas Raojee and Hudoojee	Kangseealee.

The above Engagement was signed by the following Chiefs :—

No.	Names.	Talookas of villages.
11	Jhareja Phooljee	Drappa.
	Jhareja Salleyuljee	
	Jhareja Raebjee	
	Jhareja Jejee Rasanjee	
	Jhareja Ramsingjee	
12	Jharejas Maroojee and Kooer Osajee	Rajpoor; the Bhayad of Kotara Sangause
13	Jhareja Bunajee	Barwa.
14	Jhareja Samutjee	Mengnee.
	Jhareja Phoolajee	Seesang.
15	Jhareja Dadajee	
	Jhareja Soojajee	
	Jhareja Mukunjee	
16	Jharejas Pemjee and Wagjee	Dedee Molee.
17	Jhareja Soorajee	Kuree and Veerpoor.
	Jhareja Kana Mooloo	Salodur Wowree.
	Jhareja Kana Mota	
18	Jhareja Kana Hookajee	
	Jhareja Kana Rokajee	
	Jhareja Kana Puchanjee	
	Jhareja Kana Nuthoojee	
19	Kooer Sallajee	Porebunder.
20	Rana Sirtanjee and Kooer Hallajee, Jetwas	

(Sd.) A. WALKER,
Resident.

No. LII.

RENEWED ENGAGEMENT against INFANTICIDE entered into by the
JAM of NOWANUGGUR on the 25th February 1812.

ENGAGEMENT passed by JAM JESSAJEE of NOWANUGGUR to
SHREEMUNT RAE SHREE SENA KHAS KHEYL SHUMSHER BA-
HADOOR, and the HONOURABLE EAST INDIA COMPANY BAH-
ADOOR, dated Falgoon Soodh 13th, Sumwut 1868 (A.D. 15th
February 1812).

From the commencement it was a custom in our Jhareja caste not to pre-
serve the lives of daughters. On this both Governments, after expounding the
Shaster on this subject, and pointing out to us the way of the Hindoo religion,
stated that it is written in the "Brumbu Vywurtuk Pooran" (a sacred

work) that whoever commits this act his sin is great, equal to "Gurbhu Hutya" (killing an infant in the womb), and "Brumhu Hutya" (killing Brahmin), so that killing a child is equal to killing 100 Brahmins; but in this act two sins are committed, *viz.*, that of killing woman and child. The punishment written for this sin is that the person who commits it will remain in "Ruvruwadik Kuth Soothul Nurk" (name of a particular place in hell) for as many years as there are hairs on the person of the said woman, after which, when he is born again, he would become a "Koreea" (leprous), and be subject to "Puksh Ghat" (paralytic stroke). Both Governments said this to us according to the Shaster, in which, the year Somwut 1864 (A.D. 1808), I, my brothers, nephews, &c., all the Jharejas of my talooka, passed a writing to the Sircar, binding ourselves not to kill daughters. To enquire about this a person lately came to us from the Sircar, and we wrote a reply and sent with him. The Sircar again, in the year Sumwut 1868 (A.D. 1812), required me to pass this agreement; and I do hereby state that, out of deference to the Hindoo religion, I and my posterity, *viz.*, sons and grandsons, and my brothers and nephews, and all, bind ourselves in perpetuity that henceforward we shall not do this act; if we do, we shall be considered offenders against the Sircar. If in future any one of our caste people commits this act, and if it shall come to our knowledge, we shall, after expelling him out of caste, make him answer for his sin, and according to the will of the Sircar. Perpetual securities, given for the fulfilment of the above writing, are Bharote Meroo Mehta of Veerungaum, and Bharote Ramdass Nuthoo of Julsum who shall be answerable for it. This is a true writing.

Dated Sumwut 1868, Falgoon Soodh 13th, corresponding with the 25th February A.D. 1812.

(Sd.) JAM SHREE JESSAJEE.

We, Bharote Meroo Mehta of Veerungaum, and Bharote Ramdass Nuthoo of Julsum, pergunnah Petlaud, do hereby state that we shall abide, and cause them to abide also, by the above writing, and we ourselves shall be answerable for it.

Marked x of BHAROTE MEROO MEHTA.

Marked x of BHAROTE RAMDASS NUTHOO.

No. LIII.

TRANSLATION of a LETTER from JHAREJA SOORAJEE of RAJKOT, to J. P. WILLOUGHBY, ESQ., POLITICAL AGENT, dated Shrawun Vud 10th, Sumwut 1892, corresponding with 18th August A.D. 1835.

Your letter of the 20th June has been received. You have therein written that I am to pay a fine of Rs. 12,000. My circumstances are insufficient

to enable me to pay this sum at once. I beg, therefore, you will do me the favour to settle some way in which I can do it. You have further written that I am to inform you beforehand of births likely to take place in my family. This is well, and I shall do so. In regard to your request that I should furnish security to abstain from the custom of putting my daughters to death in future, I beg to state that I am determined to renounce the custom. My possessions are entirely under the Sircar; but if, notwithstanding this, you should wish me to give security, I shall duly furnish the same. I have, agreeably to your orders, banished Mehta Bulwunt Joeta, and Dulputram Kooshall from my talooka. In respect to Patel Lukmon's mother and the other persons who gave evidence in my case, or any of their relations, not suffering, as you have written, any harm at my hands, I beg to state that Patel Lukmon is as a son of the Durbar, and there is no one higher in its estimation than he is. I have, notwithstanding, this day called him into my presence, and spoken to him in terms of encouragement and confidence before four Sowkars and two other persons, whom I had summoned on the occasion. The proclamation regarding the daughters of Jharejas, which you have transmitted, has been received, and I shall take the measures it directs. Whatever the Sircar does is designed exclusively for our good, and I am therefore obedient to its wishes. I beg you will fix some way in which I can pay the fine imposed on me, and withdraw the attachment on my talooka. The character of my place depends on the Sircar.

Rajah Chundersingjee of Wankaneer writes as follows:—

Whereas the Jhareja people formerly put their daughters to death, thereby committing a sin of great enormity, and Colonel Walker, in Sumwut 1864, caused them to enter into engagements to abandon the inhuman custom and preserve their female offspring for the future; but notwithstanding this the Chief of Rajkot, Sirdar Jhareja Soorajee, disregarded and broke this engagement, and put a daughter to death, which case of infanticide was investigated in the month of October 1834, and the crime proved by means of witnesses; it therefore became necessary to call upon him to furnish security that he would not commit such a dreadful deed in future, and he has named me: I therefore agree to become perpetual security for him, and accordingly execute this writing, to the effect that Jhareja Soorajee shall inform the Sircar whenever the birth of a child may be expected in his family, and that he shall never injure or threaten Patel Lukmon's mother, or any other people or their relation he who may have given evidence in the case of infanticide against him; that he shall act agreeably to, and maintain the engagements formerly effected by the Sircar for the preservation of the daughters of Jharejas, and the proclamation, dated 22nd November 1834, issued on the same subject; and that Jhareja Soorajee shall punctually inform the Sircar of any breach of these engagements which may occur within his talooka. I have become security for him in case he may not inform the Sircar of any case of infanticide coming within his knowledge, or uphold and maintain the engagements for the

abolition of this horrid custom, and am therefore bound to see the same done, and responsible to government for any breach that may hereafter arise.

This writing is duly signed, Ashad Soodh 15th, Sumaut 1891 (corresponding with 6th October A.D. 1835).

(Sd.) JHALLA CHUNDERSINGJEE,
and for him by KOOR WUKUTSINGJEE.

Similar security from the Chief of Kotra Sangana.

No. LIV.

SALT AGREEMENT signed by MARITIME STATES—1883.

His Highness the Nawab Saheb of Junagad, recognising the rights of the Paramount Power and the duty incumbent on the Chiefs of Kathiawar so to regulate the production of salt in Kathiawar for the consumption of its inhabitants that no salt produced in Kathiawar may be conveyed into the British districts contrary to the law of British India and to the injury of the salt revenue of the British Government, agrees as follows :—

1. That the production of salt in his State, as hitherto carried on, will continue, but the quantity produced or removed shall not exceed the quantity required to meet the demand for consumption thereof within the province of Kathiawar.

2. That the salt manufactured within his State shall be sea salt only,—that is, salt made from sea-water or brine wells as heretofore. That no Vadagra salt shall be manufactured within his State.

3. That salt may only be exported from his State by sea to some other place in his own State, and then only under special arrangements made by his State, all removals of salt by sea by private individuals from one place to another being prohibited. That fishing boats belonging to his State may ship, when leaving a place in his State, a quantity of salt not exceeding 25 maunds, to be used for *bonâ fide* fish-curing purposes. That no salt shall be imported into his State by sea from places outside Kathiawar, except salt which has paid the salt tax of the British Government, and is covered by a British ravana.

4. That his administration will be responsible for the observance of the above conditions by all classes of his subjects. That he will prevent, to the utmost of his ability, the export of salt from Kathiawar by land either into another foreign State or into British India.

5. That he will not enlarge or make any material change in the existing salt works, nor open any new work or salt source in his State, nor permit any salt work or source to be altered, enlarged or opened, without the previous consent of the Government of Bombay, obtained through the Political Agent in Kathiawar.

6. That the salt works and salt deposits within his State shall at all times be open to the inspection of the Political Agent, or the Assistant Political Agent; and that full information on all subjects connected with the production and distribution of salt in his State shall be supplied to the above-mentioned officers when required.

(Sd.) BAPALAL MANEKDAL,

Naib Divan, Junagad State.

Dated at Rajkot, 5th July 1883 A.D.

Similar agreements have been passed by—

Navanagar, Porbandar, Bhavnagar, Jafraabad, Moivi.

No. LV.

SALT AGREEMENT signed by NON-MARITIME SALT-PRODUCING STATES,—1883.

The Thakor Sahab of Limbdi, recognising the rights of the Paramount Power and the duty incumbent on the Chiefs of Kathiawar so to regulate the production of salt in Kathiawar for the consumption of its inhabitants that no salt produced in Kathiawar may be conveyed into the British districts contrary to the law of British India and to the injury of the salt revenue of the British Government, agrees as follows:—

1. That the production of salt in his State, as hitherto carried on, will continue, but the quantity produced or removed shall not exceed the quantity required to meet the demand for consumption thereof within the province of Kathiawar.

2. That the salt manufactured within his State shall be sea salt only,—that is, salt produced from sea-water or brine wells or naturally deposited as heretofore. That no Vadagra salt shall be manufactured within his State.

3. That his administration will be responsible for the observance of the above conditions by all classes of his subjects. That he will prevent, to the utmost of his ability, the export of salt from Kathiawar by land either into another foreign State or into British India.

4. That he will not enlarge or make any material change in the existing salt works, nor open any new work or salt source in his State, nor per-

mit any salt work or source to be altered, enlarged or opened without the previous consent of the Government of Bombay obtained through the Political Agent in Kathiawar.

5. That the salt works and salt deposits within his State shall at all times be open to the inspection of the Political Agent or the Assistant Political Agent, and that full information on all subjects connected with the production and distribution of salt in his State shall be supplied to the above-mentioned officers when required.

Similar agreements have been passed by—

Lakhtar, Malia, Vala.

No. LVI.

SALT AGREEMENT signed by the DHRANGADRA State—1883.

His Highness the Raj Saheb of Dhrangadra, recognising the rights of the Paramount Power and the duty incumbent on the Chiefs of Kathiawar so to regulate the production of salt in Kathiawar for the consumption of its inhabitants that no salt produced in Kathiawar may be conveyed into the British districts contrary to the law of British India and to the injury of the salt revenue of the British Government, agrees as follows:—

1. That the production of salt in his State, as hitherto carried on, will continue, but the quantity produced or removed shall not exceed the quantity required to meet the demand for consumption thereof within the province of Kathiawar.

2. That the salt manufactured within his State shall be sea salt only,—

that is, salt made from sea-water or brine wells as heretofore. That no Vadagra salt shall be manufactured within his State, except at the Kuda work, where the manufacture shall be restricted to the amount heretofore produced, pending any other arrangement which may be made between the British Government and His Highness the Raj Saheb of Dhrangadra.

3. That his administration will be responsible for the observance of the above conditions by all classes of his subjects. That he will prevent, to the utmost of his ability, the export of salt from Kathiawar by land either into another foreign State or into British India.

4. That he will not enlarge or make any material change in the existing salt works, nor open any new work or salt source in his State, nor permit any salt work or source to be altered, enlarged or opened without the previous consent of the Government of Bombay obtained through the Political Agent in Kathiawar.

5. That the salt works and salt deposits within his State shall at all times be open to the inspection of the Political Agent or the Assistant Political Agent, and that full information on all subjects connected with the production and distribution of salt in his State shall be supplied to the above-mentioned officers when required.

(Sd.) COOVERJEE COYAJEE,

Divan, Dhrangadra State.

Dhrangadra, 17th July 1883.

No. LVII.

SALT AGREEMENT signed by the INLAND States—1883.

The Raj Sahab of Vankaner, recognising the rights of the Paramount Power and the duty incumbent on the Chiefs of Kathiawar so to regulate the production of salt in Kathiawar for the consumption of its inhabitants that no salt produced in Kathiawar may be conveyed into the British districts contrary to the law of British India and to the injury of the salt revenue of the British Government, agrees as follows :—

1. I will make due arrangements that my State shall be supplied with salt sufficient for the consumption of the population licitly obtained from some recognised salt source.

2. My administration will be responsible for the observance of the above conditions by all classes of my subjects. I will prevent, to the utmost of my ability, the export of salt from Kathiawar by land either into another foreign State or into British India.

3. Salt shall be sold in my State by licensed vendors only, who will procure their supplies through the Darbar only. A list of parvanas will be kept, and each licensed vendor will be required to show his books to the Darbar, whenever called on to do so, and to account for all the salt which he may have procured through the Darbar.

4. The stocks of salt in hand shall never exceed the quantity required for local consumption.

(Sd.) CHUNILAL SA'RA'BHA'I,

State Karbhari, Vankaner.

Rajkot, 17th July 1883.

Similar agreements have been passed by—

Palitana, Dhrol, Rajkot, Gondal, Wadhwan, Saila, Chuda, Jasdan, Manavadar, Gidad and Bantva, Lathi, Muli, Virpur, Malia, Kotda-Sangani, Jetpur, Mengni, Jalia, Gavridad, Pal, Gadhka, Vasavad, Dedan, Kotharia, Bagaara, Vichhavad, and Kuba.

No. LVIII.

TO SHREE SIRCAR CAPTAIN BARNEWELL, POLITICAL AGENT IN KATTYWAR, on behalf of the HONOURABLE COMPANY—1821.

To wit,—The Dewan of Talooka Nowanuggur, Mehta Motiram Samuljee, writes that a store has been established at Ranpore since 1st February A.D. 1821, corresponding with Sumwut 1877, Pous Wud 14th. Draft of a proclamation has also been furnished to me, directing that those who wanted opium for retail sale within this talooka should purchase the same from that store. The proclamation in the prescribed form will be published in the town and villages of the pergunnahs for the information of the people at large. If any one requires any opium for retail sale he will be furnished with a letter, and sent to the Government store to purchase it. If any one purchases any opium from any place other than the Government store, or if any one sells it, or brings it from other countries, the fact shall be reported to Government immediately, and the opium appearing to be other than of the Government store drug shall be confiscated by Government; one-third of it shall be paid to the informer, and the remaining two-thirds to the talookdar within whose limits it was seized. Should it be confiscated within my territory government will be pleased to make over the same to me.

Sumwut 1877, Pous Soodh 8th, Thursday, 11th January A.D. 1821.

(Sd.) MOTI SAMULJEE.

Letters to the same effect as the preceding, addressed by the under-mentioned Chiefs, are also forthcoming :—

Date of letters.

- | | |
|---|---|
| 1, Rana Shree Kheemajee of talooka Poorbundur ... | { Sumwut 1877, Pous Soodh 3rd (7th January 1821). |
| 1, Rana Shree Umersingjee, zemindar of talooka Drangdra | { Sumwut 1877, Magh Wud 1st (17th February 1821). |
| 1, Maharana Pratheeraj, zemindar of Than Lukhtur . | { Sumwut 1877, Pous Soodh 14th (17th January 1821). |
| 1, Mulck Bawa Meean, Mulck Chandajee, Mulck Larjee, Mulck Dullajee, and the Dussareas jointly, zemindars of talooka Dussara . . . | { Sumwut 1877, Magh Wud 1st (17th February 1821). |
| 1, Mulck Duria Khan of talooka Bujana . . . | { Sumwut 1877, Magh Wud 1st (17th February 1821). |
| 1, Puthoojee, Koombhajee, Geerdhurjee, and Khanajee, zemindars of talooka Jhinjoowara . . | { Sumwut 1877 (1820-21). |

- 1, Mulck Bapjee, zemindar of talooka Wunode . { Sumwut 1877, Magh
Wud 1st (17th
February 1821).
- 1, Jadeja Mooloojee of talooka Veerpore Khureree, 18th January.
- 1, The undermentioned Zemindars of the Talookas in Kattywar have signed one joint letter, dated 18th January :—
1. Wala Vicumsee Jethanee and others of Jaitpoor Cheetul.
 2. Khachur Chella Wajsoor of Jusdhun.
 3. Khachurs Ogur and Moka, sons of Wajsoor, of Khumbhala.
 4. Khuvur Sadool Loona of Soodamra, signed on the 19th January.
 5. Wala Hursoor Hathia of Bhulgam.
- 1, Guzuffer Khan, Mahomed Khan, and Unwur Khan } 18th January.
of Batwa }

TRANSLATION of a NOTIFICATION sent by CAPTAIN BARNEWELL, POLITICAL AGENT in KATTYWAR, to the CHIEF of the PROVINCE of KATTYWAR, for PUBLICATION within their RESPECTIVE TERRITORIES, with the endorsement of some consenting to act accordingly.

Shree Durbar proclaims to all the people that Captain Barnewell, the Political Agent in Kattywar, has sent us a notification, which is published for your information.

The Political Agent will address a perwannah to me about the Showkar's opium passing through my territory, which will contain the quality and quantity of the opium, and whether it is contained in baskets, leather pots, boxes or carts, as also the place where it will be stored.

A register containing the names, etc., of the persons who bring opium to my town and villages dependent to it and sell it, and of the purchasers, should be kept. On enquiry by Government, should any one fail to produce a regular register, or if any one conceal the real amount sold, a duty, at the rate of one Rupee per each seer short, will be charged and recovered from the dealer.

The duty on the opium covered by a pass will not be much. This arrangement has been made by Government with a view to prevent opium being exported at any of the seaports.

Should any opium be brought on carts, camels, bullocks, vessels, or by any other conveyance without a pass, the opium, with the conveyance, will be confiscated in payment of the fine. A third part of it will be paid to the person who causes it to be seized, or who points out the smuggler with certainty, and the remaining two parts will be paid to the Talookdar or Zemindar of the place where it was seized, and if it be seized within my talooka the same will be given to me.

Should any person keep or cause to be kept concealed any opium which has been smuggled as above, the opium will be seized for the offence, and an amount double its value will be recovered from him as fine. A third part of the whole will be paid to the informer, and the remaining two parts to the Talookdar or Zemindar in whose limits it may be seized. If it be discovered within my territory the same will be paid to me.

Sumrut 1876, 2nd Jesht, Wud 9th (4th July 1820).

Endorsements below copies of the draft proclamation or letters containing similar clauses.

WUDWAN.

Proclamations to the above effect will be promulgated within my territory and arrangements about opium made accordingly.

(Sd.) JHALLA JALLUMSINGJEE.

Sumrut 1876, 2nd Jesht, Wud 9th (4th July 1820).

LIMREE.

Arrangements will be carried out in conformity to your letter which has been received.

(Sd.) JHALLA HUREE SING,

In the handwriting of NUTHOO JEEVUNRAM.

Sumrut 1876, 2nd Jesht, Wud 9th (4th July 1820).

GONDUL.

Government having sent Mehtas to make arrangements about opium to Gondul, Dhorajee, and Oopletta, I agree to act as above.

Mark x of JADEJA SHREE CHUNDRASINGJEE.

Sumrut 1877, Magh, Soodh 5th (7th February 1821).

TRANSLATION of a LETTER from JHALA CHUNDRA SINGJEE of WANKANEER to CAPTAIN BARNEWELL, POLITICAL AGENT in KATTYWAR.

After compliments.—The Sircar's Notification about opium has been received. I have made arrangements by your order since last year. In my town no one has got any old opium. The quantity required up to this time

for the talooka's consumption was obtained from the Government store at Limree. Hereafter it will be fetched from Rajkot. Enquiries are being made about passers-by, but as yet no one has been apprehended. Whenever any one is seized Government will be informed. Please write letters in return.

Sumwut 1878, Kartick, Wud 9th (18th November 1821).

Letters to the same effect as the preceding, from the undermentioned talookas, are forthcoming:—

1, Sacla, dated Sumwut 1878, Kartick, Soodh 11th (8th November 1821).

1, Moolee, dated Sumwut 1878, Kartick, Soodh 13th (7th November 1821).

TRANSLATION of a LETTER from JHALA UBHE SINGJEE of
SWUSTHAN CHOORA to the address of CAPTAIN BARNEWELL,
POLITICAL AGENT in KATTYWAR.

After compliments.—The Sircar's perwannah about opium has been received, and will be proclaimed throughout my territory. No one will import smuggled opium. Those who require opium will be made acquainted with the contents of the Sircar's perwannah. In these days no one can act irregularly. Dealers sell opium by order of Government at the rate of three Rupees weight per Rupee. This is my request.

Sumwut 1878, Kartick, Soodh 11th (6th November 1821).

A similar letter has been received from the Bhoomia of Wurode, dated Sumwut 1878, Kartic, Soodh 13th (7th November 1821).

TRANSLATION of a LETTER from KHACHUR CHELLA WAJSOOR
of JUSDUN to CAPTAIN BARNEWELL, POLITICAL AGENT IN
KATTYWAR.

After compliments.—The Government Notification about opium has been received, and the contents have been made known. I will make arrangements as therein directed. Should I require any opium for consumption I will obtain it from the Government store at Rajkot.

Dated 1878 Kartick, Wud 5th (29th November 1821).

Letters to the same effect as the preceding, from the undermentioned Girassias, are forthcoming :—

1, Jhala Jeevunjee, etc, of Chuchana	Sumwut 1878 (A.D. 1821), Kartick Wud 7th.
1, Jhala Nuthoobhae and Kurunbhae of Pulalee	Sumwut 1878 (A.D. 1821), Kartick Wud 11th.
1, Jhala Agar Sing of Kurmur	Sumwut 1878 (A.D. 1821), Kartick Wud 4th.
1, Bhambhla Kadoo Jiva of Bharejra	Sumwut 1878 (A.D. 1821), Kartick Wud 11th.
1, Kurpra Mooloo of Rampur	Sumwut 1878 (A.D. 1821), Kartick Wud 13th.
1, Rae Sauklee, Desaeabhae Ramdass	Sumwut 1878 (A.D. 1821), Kartick Soodh 13th.
1, Khachur Rama Mooloo and Qonur of Paliad	Sumwut 1878 (A.D. 1821), Kartick Wud 2nd.

TRANSLATION of a LETTER to the address of SHREE SIRCAR
CAPTAIN BARNEWELL, POLITICAL AGENT in KATTYWAR,
on behalf of the HONOURABLE COMPANY BAHADOOR.

To wit,—Purmar Bunney Sing and the other brothers of Moojpur, jointly beg to submit their respectful compliments, and to represent that your perwannah about making opium arrangements has been duly received. The arrangements will be made as directed by you. The opium required for our consumption will be obtained from the government store. Should any one carry any opium without a government passport, we will apprehend him and communicate the circumstances to government. This is the petition, dated Sumwut 1878, Kartick Wud 11th, Tuesday (20th November 1821).

(Sd.) PURMAR BUNNEY SING,

In the handwriting of JHALA MALLAJEE.

Similar letters have been received from the undermentioned Girassias dated as set forth opposite their names :—

1, Jhala Bechurjee of Wunna	. Sumwut 1878 (A.D. 1821), Pous Soodh 4th, Friday.
1, Kussyajee of Oontee	. Sumwut 1878 (A.D. 1821), Pous Soodh 8th.
1, „ Nagjee and Kandhabhae of Gerree	. Sumwut 1878 (A.D. 1821), Kartick Wud 11th.
1, „ Jalumsingjee and Jivabhae of Devulia	. Ditto ditto.
1, „ Jetheejee of Wunala	. Ditto ditto.
1, „ Runchorjee and Hallabhae of Kumalpore	. Ditto ditto.
1, „ Nuthoojee and Kanthurjee of Laliad	. Ditto ditto.
1, „ Chandabhae and Hurribhae of Bhurukwa	. Ditto ditto.
1, „ Kusiabhae, Ruttonjee, and Attabhae of Durode	. Ditto ditto.
1, „ Wustajee of Khumbhlao	. Ditto ditto.
1, „ Puthobhae and Gujabhae of Jakhun	. Ditto ditto.
1, „ Ruttonjee and Attabhae of Chulala	. Ditto ditto.
1, „ Hurjee of Showka	. Ditto ditto.
1, „ Jeebhae and Bhimjee of Bhulgamra	. Ditto ditto.
1, „ Jethibhae and Jorabhae of Kuntharia	. Ditto ditto.
1, „ Khimabhae of Tulsana	. Ditto ditto.
1, „ Bhimjee and Nathoobhae of Bhuthan	. Ditto ditto.
1, „ Gopaljee and Bunnabhae of Unkawalia	. Ditto ditto.
1, „ Nagbhae and Jemulbhae of Khandia	. Ditto ditto.
1, „ Kuslabhae and Mullabhae of Sumla .	. Ditto ditto.
1, „ Fuljee Bharajee and Jethibhae of Tavee	. Ditto ditto.
1, „ Seshabhae of Julala	. Sumwut 1878 (A.D. 1821), Kartick Soodh 15th.

No. LIX.

AGREEMENT passed by the CHIEFS of WADHWAN, LAKHTAR, BAJANA and PATRI ceding their full CIVIL and CRIMINAL JURISDICTION over the lands occupied by the Bombay, Baroda and Central India Railway—1874.

We, the undersigned Chiefs, hereby cede to the Government of India all the civil and criminal jurisdiction possessed by us in the portions of our respective territories which have been assigned and made over by us for the purposes of the Kathiawar extension of the Bombay, Baroda and Central India Railway, to be exercised by the Government of India in the Political Department for so long as the land may be required for the Railway, and to be restored to us or our successors respectively when the land is no longer needed for the above purposes.

2. All Railway employes committing offences cognisable by our jurisdiction beyond the limits of the Railway line shall be apprehended and dealt with by the constituted authorities in our respective States under the advice of the officers of the Political Agency.

Chief of Wadhwan	.	} (Signed in Vernacular.)
Chief of Lakhtar	.	
Chief of Bajana	.	
Chief of Patri	.	

Dated 16th December 1874.

No. LX.

MEMORANDUM of terms of AGREEMENT for the construction of Railways in Kathiawar by the Administration of the Bhavnagar and Gondal States. Approved by the Government of India in their No. 3172-R., dated 29th July 1879.

1st. The Railway to be built on the metre gauge.

2nd. The Railway to proceed from Bhavnagar—bifurcating into branches to Dhoraji on the west, and Wadhwan on the north. The terminus at Wadhwan to be in the civil station and alongside that of the Baroda Company.

3rd. In the event of a branch Railway from Gogo to any point on the Bhavnagar line being hereafter undertaken by Government, or by a private Company under a Government concession, the loss to the Bhavnagar State from consequent reduction in the revenue derivable from customs duties shall be one of the items to be taken into account in prescribing the conditions on which traffic should be exchanged between the two lines and the rates to be charged for conveyance within Bhavnagar territory.

4th. The Railway to be made from revenue and not from a loan.

5th. A Committee of Management to be appointed at once, to consist of the Political Agent in Kathiawar and a representative of the Bhavnagar and Gondal States respectively.

A General Manager to be appointed, who will also be Engineer-in-Chief of the line. His salary to be paid by the States of Bhavnagar and Gondal in such proportions as may be fixed by Government. He will act professionally under the Consulting Engineer to the Bombay Government, but not independently of the Committee of Management, to whose orders he will, in all other respects, be subject, and to whom all correspondence on professional matters should be submitted, to admit of an expression of the Committee's opinion.

6th. The line to be constructed as a surface line between Umralla and Wadhwan, and only such bridges as are indispensable to be built at once.

7th. In consideration of the British Government having a voice in the management—being allowed to fix a maximum scale of rates and fares, and to have the same privileges in regard to the carriage of troops, military stores, police and mails as they enjoy with respect to the Bombay, Baroda and Central India Railway Company, and the States agreeing to conform to all the requirements of the metre-gauge State Railway system—the Government of India will, on their part, find all the Engineering and Supervising Staff required for the construction of the Railway, including the Stores, Locomotive, Medical and Account Branches, making no charge except for their actual pay while on the works, and will also ask the Secretary of State to send out all stores required; only

The Bhavnagar Darbar stipulate that the Managing Committee be authorised to modify the regulations drawn up by Government in 1872, for the management of the metre-gauge Railways, so as to make them correspond with the jurisdictional rights of the State.

The Darbar desire that their Agent Mr. Manning's tender for the supply of Railway materials should be accepted by the Secretary of State, if otherwise favourable. It, however, only applies to the time at which it was made.

Also that rates and fares should be levied on mileage, and not at station-to-station rates.

levying a commission sufficient to cover the cost of extra establishment that may have to be engaged for the work. The Consulting Engineer to the Government of India will also give his advice and assistance on all matters upon which it may be asked for.

8th. All land to be given free of charge by the States in which it is situated.

9th. Bhavnagar to construct the line to Wadhwan on the north, and as far as Dhasa on the west; Gondal to complete the line from Dhasa to Dhoraji.

No. LXI.

JUNAGARH AGREEMENT relating to the CESSION of CRIMINAL JURISDICTION over RAILWAY lands—1879.

I hereby cede to the Government of India all the criminal jurisdiction possessed by me in the lands of my territory, which have been permanently assigned and made over by me for the Kathiawar State Railway, this cession of the criminal jurisdiction aforesaid being exercised by the Government of India in the Political Department for so long as the aforesaid lands may be required for that Railway, and being restored to me or my successors respectively when the lands are no longer needed for the Railway.

It is to be understood that the authorities exercising the jurisdiction ceded as aforesaid will liberally afford to the servants of my State all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property, and in view generally to the maintenance and promotion of peace and order.

Dated at Junagad Palace this Samvat (Vikramajit) 1936, the 12th of

Kartik Sud, Tuesday (corresponding with) twenty-fifth day of November of the Christian year one thousand eight hundred and seventy-nine.

(Signed in Persian)

MOHOBATKHANJI,
Nawab, Junagad State.

No. LXII.

BHAUNAGAR AGREEMENT relating to the CESSION of CRIMINAL JURISDICTION over RAILWAY lands—1879.

I, the undersigned Maharaja Thakor Sahab of Bhavnagar, in Kathiawar hereby cede to the Government of India (in the Political Department) all the criminal jurisdiction possessed by me in the portions of my territories which have been assigned and made over by me for the purposes of the Kathiawar, State Railway, to be exercised by the Government of India, in the Political Department, for so long as the land may be required for the Railway, and to be restored to me or my successors when the land is no longer needed for the above purposes.

It is to be understood that the authorities exercising the jurisdiction ceded as aforesaid will liberally afford to the servants of my State all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property, and generally to the maintenance of peace and order.

(Sd.) TAKHTSINGJI.

Maharaja, Thakor Sahab of Bhavnagar.

Bhavnagar, the 13th December 1879.

No. LXIII.

GONDAL AGREEMENT relating to the CESSION of CRIMINAL JURISDICTION over RAILWAY lands—1879.

We, the undersigned Joint Administrators of the Gondal State, on behalf of the minor Thakor Bhagwatsingji, do hereby cede to the Government of India in the Political Department all the criminal jurisdiction possessed by us in the portion of the Gondal State which has been assigned and made over by us for the purposes of the Kathiawar State Railway, to be exercised by the Government of India in the Political Department for so long as the land may be required for the Railway, and to be restored to the Thakor Sahab or his successors when the land is no longer needed for the above purposes.

2. All Railway employes committing offences cognisable by our jurisdiction beyond the limits of the Railway line shall be apprehended and dealt with by the constituted authorities in the Gondal State under the advice of the officers of the Political Agency.

(Sd.) WILLIAM SCOTT, Major,
RAJKOT, } „ JAYASHANKAR LALSHANKAR,
The 26th September 1879. } *Joint Administrators of the Gondal State.*

Similar agreements have been passed by the Chiefs of—

Wadhwan, Chuda, Kotda Pitha, Vala, Limbdi, Bantva, Lathi, Jetpur.

No. LXIV.

BHAUNAGAR AGREEMENT relating to the CESSION of CIVIL JURISDICTION OVER RAILWAY lands—1881.

I, the undersigned Maharaja Thakor Saheb of Bhavnagar in Kathiawar, hereby agree that all suits of a civil nature brought against the Bhavnagar-Gondal Railway respecting the loss of or damage to goods, or injury to person within the Railway limits, shall be heard and decided in due course in the Kathiawar Political Agency Courts.

Provided always that the Railway Manager shall represent the Railway in such suits and not the proprietary States, and that any decrees that may be passed shall be executed against the Railway property and not against the said proprietary States.

• Provided also that all other civil jurisdictions within the limits of those portions of the Railway which pass through my territory shall continue and be exercised as heretofore by this State.

BHAVNAGAR, } (Sd.) TAKHTSINGJI,
The 23rd August 1881. } *Raja of Bhavnagar.*

No. LXV.

AGREEMENT passed by the NAWAB of JUNAGAD ceding to the BRITISH GOVERNMENT his full CRIMINAL and certain CIVIL JURISDICTION over the JETSALSAR-VERAVAL SECTION of the BHAVNAGAR-GONDAL-JUNAGAD-PORBANDAR RAILWAY—1886.

Agreement passed by His Highness Bahadurkhanji Mohobatkhanji, Nawab of Junagad, on one part, and Lieutenant-Colonel Charles Wodehouse, Acting Political Agent in Kathiawar, representing the British Government, on the other, regarding the cession to the British Government of criminal and certain civil jurisdiction over the lands made over for the purposes of the Junagad extension of the Bhavnagar-Gondal Railway.

Whereas the Nawab of Junagad has undertaken to construct a metre-gauge Railway from the Jetalsar Station of the Bhavnagar-Gondal Railway to Veraval, and whereas for the purposes of the proper administration and management of the affairs of the said Railway it is deemed expedient that criminal and certain civil jurisdiction (saving sovereignty rights) over the lands lying within His Highness's territory which are traversed by the Railway should be ceded to the Government of India in the Political Department, His Highness the Nawab Bahadurkhanji Mohobatkhanji, of Junagad, for himself, his heirs and successors, hereby cedes to the Government of India in the Political Department all the criminal jurisdiction (saving sovereignty rights) possessed by him in the portions of his territories which have been assigned and made over by him for the purposes of the Junagad State Railway, to be exercised by the Government of India in the Political Department for so long as the land may be required for the Railway, and to be restored to him or his heirs and successors when the land is no longer needed for the above purposes.

2. It is to be understood that the authorities exercising the jurisdiction ceded as aforesaid will liberally afford to the servants of his State all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property, and generally to the maintenance of peace and order.

3. His Highness the Nawab Bahadurkhanji Mohobatkhanji, of Junagad, also agrees that all suits of a civil nature brought against the Junagad State Railway respecting the loss of or damage to goods or injury to person within the Railway limits, and cases of a civil nature arising out of the application of the Railway Act over the said limits, shall be heard and decided in due course in the Kathiawar Political Agency Courts.

4. Provided always that the Railway Manager shall represent the Railway in such suits and not the proprietary State of Junagad, and that any decrees that may be passed shall be executed against the Railway property and not against the proprietary State of Junagad.

5. Provided also that all other civil jurisdiction within the limits of the said Junagad Railway shall continue and be exercised as heretofore by the Junagad State.

6. His Highness the Nawab Bahadurkhanji Mohobatkhanji, of Junagad, distinctly wishes it to be understood that the cession of jurisdiction hereby made is "subject to the proviso" that the cession above agreed to shall not be a bar to the Junagad Darbar being held entitled to the benefits of any orders, general or special, that may be passed by the Government of India with regard to Railway jurisdiction in Native States similarly circumstanced.

JUNAGAD PALACE, }
The 31st October 1886.

(Sd.) BAHADURKHAN,
Nawab of Junagad.

RAJKOT, }
The 13th November 1886.

(Sd.) C. WODEHOUSE, Colonel,
Acting Political Agent.

Agreements to the above effect have been passed by the Chief of Gondal and the administrator of the Porbandar State.

No. LXVI.

1821.

1230.
Akbar Shah
Badshah Ghazee's
Servant Sher
Khan Bahadoor
Babee.

To Shree Sircar Honourable Company Bahadoor writes Nawab Bahadoor Khan (of Joonagurh) that a right called Joretulubee (forced collection) leviable by moolookgeeree every year from Hallar, Kattywar (Proper), Gohelwar, and Jhalawar pertains to me. At the time Colonel Walker was carrying out the settlement of the province I passed a writing to government, agreeing that those States or talookas who might adjust the demand against them through government should be charged accordingly. I also hereby submit to government that I am desirous of having a settlement made of the Joretulubee, and the amount recovered every year from Sumwut 1878 (A.D. 1821-22) in perpetuity according to the government's wish, and that of the sum realized every year on account of the Joretulubee four annas per Rupee should be received by government as charges on account of horsemen, footmen, &c., and the remainder paid to me. I pass this agreement.

Dated Sumwut 1878, Maha Soodh 10th (1st February 1821).

Mooruttub Shood or Finis.

No. LXVII.

TRANSLATION of an AGREEMENT executed by HAMED KHAN
BAHADOOR, renouncing in future PIRACY and all RIGHT to
WRECKS.

Be it known to all that I, Hamed Khan Bahadoor Babee Fidwee Shah Alum Badshah Ghazee, Governor of the city of Joonagurh, in order to afford the fullest testimony of respect and attachment to the Honourable Company, do engage and bind myself, my heirs and successors, to observe the following

Articles of Agreement concluded by me and by Major Alexander Walker, Resident, on the part of the Honourable Company :—

ARTICLE I.

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel or trade by sea, I, Hamed Khan Bahadoor, on my own part, and on the part of my heirs and successors, do in like manner engage not to permit, instigate, or connive at any act of piracy being committed by any person living under my authority, or subject to my control, nor shall those who follow the profession of piracy receive protection or assistance in my ports ; and should any one being rebel against my government, and living in another country, enter mine and plunder any one, I will point out the residence of that thief.

I, Hamed Khan Bahadoor, do also bind myself to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to vessels in distress, and renounce all claim to wrecks, to which an owner, capable of proving his right, may appear.

ARTICLE 2.

The Honourable Company's vessels and subjects shall at all times have admission into my ports for the purposes of carrying on freely trade and commerce ; and those merchants and traders who are subject to my authority shall in like manner be allowed to visit and to trade in the harbours of the Honourable Company.

I have agreed to these Articles that no cause of misunderstanding or dispute may exist between me and the Honourable Company.

Without date.

The Seal of
Hamed Khan
Bahadoor.

No. LXVIII.

TRANSLATION of the annexed PAPER, *viz.*, to the HONOURABLE the ENGLISH EAST INDIA COMPANY from NAWAB SHREE BAHADOOR KHAN BAHADOOR BABEE of the TALOOKA of JOONAGURH—1816-17.

To wit,—the Jemadar Oomur and other Arab Sebundy having become headstrong I addressed a petition to the (said) Sircar, and in its favour a force

was deputed, and all the arrangements required have been carried into effect in the most effectual manner by Captain Ballantine, and (whereupon) I do in my own pleasure enter into certain engagements with the (said) Sircar as in the following Articles:—

ARTICLE 1.

The Sircar's force having come to my aid, every arrangement was thereby effected to the utmost of my satisfaction and wishes, and the said Captain (Ballantine) shall address the Governor in Council in Bombay on the sum to be obtained on account of the expenses of the force, when, agreeable to the orders of the Sircar, whatever sum is fixed on in due faith shall be paid.

ARTICLE 2.

And the payment of the above sum of expenses on account of the force shall be made available from the sum of recoveries on account of my moolookgeeree dues, to be made by him (the said Captain Ballantine) on the part of the Honourable Company, to commence from Sumwut 1873, A.D. 1816-17, and agreeable to the instalments to be agreed on.

ARTICLE 3.

My moolookgeeree circuit (or forceable collection) to be realised yearly, and in perpetuity, by the Honourable Company, on which duty let my agent be present, and when occasion shall require, a force shall be supplied from my Sircar.

ARTICLE 4.

From the pergunnahs of Dundooka, Ranpore, and Gogo, &c., situated in the Honourable Company's talooka, and from the first period of becoming so they have been subject to a yearly jummaundee to my Sircar; the same is therefore from that date and for ever, on the score of friendship, hereby annulled.

ARTICLE 5.

And whereas for the expenses of an Agency one lakh of corries shall yearly and for ever be paid, and in behalf thereof, Jaitpore (is ceded) as a residence, in which I have a share with the Balooches, besides my share also of the ten following villages belonging to this pergunnah, and whose respective products, according to the realisations made by me, are all and severally hereby and for ever made over; do you therefore credit the same sum, viz., yearly corries (as heretofore realised) 37,000 so ceded, and besides which, to make up the sum of corries one lakh, leaves a balance of sixty-three thousand (63,000)

to be made good yearly from the receipts of my moolookgeeree collections. The following are the ten Jaitpore villages, *viz.* :—

My share and the Balooches', both of Jaitpore—

Each $\frac{1}{2}$ of Sumuudey Alloo.

Do. $\frac{1}{2}$ of Akaloo.

Do. $\frac{1}{2}$ of Dadevever.

Do. $\frac{1}{2}$ of Khiresroo.

Do. $\frac{1}{2}$ of Sanklie.

Do. $\frac{1}{2}$ of Mohunpore.

Do. $\frac{1}{2}$ of Daridee.

Do. $\frac{1}{2}$ both of shares Belooches of Goondaloo.

Do. $\frac{1}{2}$ of Sirdarpore.

Do. $\frac{1}{2}$ of Peeplayoo.

ARTICLE 6.

And (whereas) Arabs hitherto employed are not to be employed again, but when the Jemadar Oomur was headstrong, at that time Jemadar Hyhcha did me great service, on which occasion I gave him my lasting assurance of employment; but at present as the subject has become matter of particular interest with the Sircar, the said Jemadar shall, in the course of twelve months, be dismissed, and should the Arabs, within the specified period, commit any fault, I hold myself responsible for the same.

ARTICLE 7.

And (whereas) the foregoing engagements have been entered into with the (Company's) Sircar; let the same be duly acted up to, and to the end of giving due effect to these friendly relations, I have, as well as Captain Ballantine, rendered to each other reciprocal assurance and satisfaction.

Done in the year 1872, A.D. 1816 and 1817, Waishack Soodh, May 5th, or 4th of the month of Jemadi Sani Sun, 1831 Hegira.

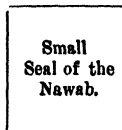
SUKNUD from the NAWAB of JOONAGURH, ceding certain REVENUES to the HONOURABLE COMPANY.

Large
Seal of the
Nawab of
Joonagurh.

In the 4th Article of the Agreement which I formerly executed in writing to government (dated the 2nd May 1816), the revenues (jumma-

bundee) which I used annually to derive from Dundooka, Ranpore, and Gogo were given up in perpetuity to government, as a mark of friendship, from the date on which the Honourable Company exercised jurisdiction thereon, to which effect a written instrument was executed through the intervention of Captain Ballantine; but as Dollerah was not specified therein, I have now, at the suggestion of the same officer, in compliance with the wishes of Government, likewise ceded to Government in a friendly manner the revenues accruing to me from the said village.

Dated the 12th of Choitro Vud, Sunwat 1872, corresponding with the 13th April 1817.



No. LXIX.

ENGAGEMENT entered into on the 3rd January 1838 by the
NAWAB of JOONAGURH for the SUPPRESSION of SUTTEE within
his JURISDICTION.

After compliments.—The cause of writing to you is this. A certain Bhattianee having arrived from Bombay and committed suttee at Pragrye, and the Sircar having issued orders preventive of such a practice, a mohsul is upon me in order to make me answerable; and the particulars of this subject (the suttee) having been reported to government, and it having been considered as a first instance of the kind, for which reason I have been pardoned, I give this writing to the effect that from henceforward such measures in the tulooka will be taken so that no person will be allowed to become suttee in future. But if such should hereafter occur, I am responsible to any extent the Sircar may pronounce against me.

Seal
of the
Nawab.

A similar engagement was made with the Seedee of Jafferabad.

No. LXX.

TRANSLATION of a YAD from HIS HIGHNESS the NAWAB of JOONAGURH to A. MALET, ESQ., POLITICAL AGENT in KATTYWAR, dated the 19th March 1846.

Your letter and His Highness the Guikwar's agreement of the 19th Shuval have been received. His Highness the Rao (of Kutch) made an arrangement relative to the customs on boats, and you on the above-mentioned Yad wrote your order, requiring me to make a similar engagement.

My reply is, that according to the copies which you sent here, I have sent copies of them to all my Bunders, Verawul, Mangrol, &c., with orders to abide by it.

Dated Sunwut 1902, Falgoon Vud 7th (March 19th A.D. 1846).

No. LXXI.

ADOPTION SUNNUD GRANTED TO THE NAWAB OF JOONAGURH—1862.

Her Majesty being desirous that the governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, any succession to the government of your State which may be legitimate according to Mahomedan law will be upheld.

Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

Dated the 11th March 1862.

(Sd.) CANNING.

No. LXXII.

AGREEMENT between HIS HIGHNESS MOHOBATKHAN, NAWAB OF JUNAGAD, and MAJOR RICHARD HARTE KEATINGE, V.C., POLITICAL AGENT IN KATHIAWAR—1865.

1. His Highness willingly assigns to the officers of the Government of Bombay in perpetuity the half share of the village of Manekvada hitherto in

possession of Babi Nizam Mahmudkhan, of kasba Ranpor, for the purpose of establishing a British station.

2. As this transfer will occasion loss to the Babi aforesaid a remission of two thousand rupees (Rs 2,000*) from the annual tribute payable by the State of Junagad to the British Government will be made in perpetuity to reimburse him.

3. The half share of Junagad in the village of Manekvada is made over in full sovereignty to the British Government. No person has any right of tenancy or cultivation in it, and no village servant, Pasaeta or Jivaidar, has any claim to land.

4. No right of grazing cattle or of making use of any Junagad land outside the limits of Manekvada is to be claimed by the British authorities.

5. It is understood by both parties that the establishment of this station is not to affect the civil or criminal jurisdiction of His Highness the Nawab in the adjoining villages; any matter of which the cause of action has occurred in the station is to be investigated by the officers of the Government, and cases that arise from transactions in the Nawab's villages are to be settled by the Junagad officials.

6. Inhabitants of the Nawab's country, who may live in the station or possess property in it, are not to be thereby entitled to assistance from the British authorities in cases in which they are concerned in which the cause of action has arisen in Junagad limits.

7. Two sites of not less than 50 yards square are to be assigned to the Junagad authorities in favourable positions for the construction of houses and offices. They are to be given free of cost, and not subject to rent or land tax of any sort.

8. The authorities in the new station are not to possess any right of forced labour, or any privilege of making requisition for the service of artisans in the neighbouring villages.

In time of necessity carriage must, however, be furnished by the Nawab's officers according to the same scale that may be demanded from other tributary States.

3. In case Government should at any time abandon the station, the land must be returned to the Junagad State, not to any other taluka, and the yearly remission of two thousand rupees (Rs. 2,000)* must cease, but under such circumstances no claim is to be made for the value of the buildings constructed upon the land.

(Signed in vernacular.)

Nawab of Junagad.

RAJKOT,
The 29th May 1865. }

(Sd.) R. H. KEATINGE,
Political Agent.

* Subsequent to the passing of this agreement a difference having been found in the measurement of the land ceded, His Highness the Nawab of Junagad agreed to receive Rs. 1,500, instead of Rs. 2,000, as the annual compensation or rent, as per Yad dated 26th July 1865.

No. LXXIII.

AGREEMENT entered into by the JOONAGURH Durbar for the construction of a TELEGRAPH LINE—1874. -

Whereas the State of Joonagurh is desirous of having a line of telegraph constructed from Dhorajee to Joonagurh, to be worked in connection with the British lines of telegraph, the following terms are agreed upon by Colonel William Warden Anderson, Political Agent in Kattywar, on the part of the British Government, duly empowered by the Viceroy and Governor-General of India in Council on that behalf, and by His Highness Sir Mohobat Khanjee, K.C.S.I., Nawab of Joonagurh :—

1. The British Government agrees to construct for the Joonagurh State a line of telegraph, consisting of one wire, to be carried on standards to be erected between Dhorajee and Joonagurh, at a cost of Rupees (14,000) fourteen thousand, more or less, and the State of Joonagurh agrees to pay to the British Government the cost of the line as the money may be required.

2. The receipts obtained by the opening of the Joonagurh Telegraph Office shall belong exclusively to the British Government, who shall defray the entire cost of repairing, maintaining, and working the telegraph line between Dhorajee and Joonagurh; but when the receipts of the Office fall short of the cost of repairs, maintenance, and working, the State of Joonagurh agrees to make good the deficiency; should there, on the other hand, be a surplus left after payment of all expenses, such surplus shall be handed over by the British Government to the State of Joonagurh.

3. With the consent of the Governor-General in Council extra wires may at any time be added by the Telegraph Department for the Joonagurh State on terms and conditions to be agreed upon at the time between the Joonagurh State and the Government of India.

4. The line shall be called "The Joonagurh Branch Telegraph Line," and shall be managed and worked entirely by the officers of the British Telegraph Department. It shall not be dismantled without the consent of the British Government, but should it at any time be given up the materials of which it is composed shall become the property of the Joonagurh State.

5. The accounts of the telegraph line shall be rendered yearly to the State of Joonagurh, and the balance shall be adjusted without delay.

6. The State of Joonagurh agrees to apply to the Joonagurh Telegraph line the provisions of the British Telegraph Act VIII of 1860, and such other Acts or legal provisions as have been, or may hereafter be, passed by the British Government with reference to the telegraphs.

7. The State of Joonagurh agrees to apply to the Joonagurh Telegraph line any rules or regulations that are now or may hereafter be made applicable to the lines of telegraph in British India. The British Government will undertake to furnish the Joonagurh State with accurate translation of such Acts, Rules, and Regulations.

8. The State of Joonagurh agrees that the Joonagurh Telegraph line shall be opened to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose.

(Sd.) W. W. ANDERSON, *Colonel,*

Political Agent, Kathiawar.

Signed in Native character, *i.e.*

(Sd.) SIR MOHOBAT KHANJEE, K.C.S.I.,

The 20th July 1874.

Nawab Sahib of Joonagurh.

No. LXXIV.

TRANSLATION of an AGREEMENT executed by JAM JUSSAJEE of
NOWANUGGUR renouncing in future PIRACY and all RIGHT
to WRECKS—1808.

Be it known to all that I, Jam Jussajee, in order to afford the fullest testimony of respect and attachment to the Honourable Company, do engage and bind myself, my heirs and successors, to observe the following Articles of Agreement concluded by me on my part, and by Major Alexander Walker on the part of the Honourable Company :—

ARTICLE 1.

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel and trade by sea, I, Jam Jussajee of Nowanuggur, do in like manner for myself, my heirs and successors, engage not to permit, instigate, or connive at any act of piracy being committed by any person living under my authority, or subject to my control, nor shall those who follow the profession of piracy receive protection or assistance in my ports. I, Jam Jussajee, do also bind myself to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to vessels in distress, and renounce all claim to wrecks, to which an owner capable of proving his right may appear.

ARTICLE 2.

The Honourable Company's vessels and subjects shall at all times have admission into my ports for the purposes of carrying on freely trade and commerce; and those merchants and traders who are subject to my authority

shall in like manner be allowed to visit and to trade in the countries and harbours of the Honourable Company.

Dated Pous Sud 30th Sumant 1864, or 27th January A.D. 1808.

(Sd.) RUDRAJEE RUGOONATHJEE,
for JAM JUSSAJEE.

A precisely similar engagement was taken from Khowas Suggaram and Pragjee of Joriabundur.

No. LXXV.

MEMORANDUM of ARTICLES, acquiescence in which was demanded from the JAM of NOWANUGGUR on the 23rd February 1812, and which was unreservedly given by that CHIEF on the same day.

ARTICLE 1.

The pecuniary demands of His Highness Mirza Rao Roydhun, of Kutch, must be answered according to an equitable decision.

ARTICLE 2.

The whole of the port of Suryah, with its original boundaries, must be given up to the Guikwar Government; the produce, whatever it is found to be, will be included in a lakh of Rupees, to be added to your annual tribute. The revenue derivable by Khumbalia to be still realised upon the merchants of that place as formerly, and also upon goods sold by the Suryah people in Khumbalia.

ARTICLE 3.

The fort of Morpore must be destroyed.

ARTICLE 4.

The Arab foreign sebundy must be discharged, and only 300 of the oldest servants retained.

ARTICLE 5.

As security for the Kutch corries and for the discharge of the sebundy, and their never being re-entertained, Fukeer Mahomed and Kurreem Shah, the principal Sirdars, must be securities. Should there ever be occasion to entertain sebundy the permission of government must be obtained.

ARTICLE 6.

For the expense of the army 15 lakhs of corries are requisite.

ARTICLE 7.

The people who killed a British officer at Gope to be given up without reserve, and the gun and horse carried away to be restored.

ARTICLE 8.

A fine of Rupees 5,000 to be paid for a breach of the infanticide engagements, and Bhat Charun security given to prevent infanticide in Nuggur and its dependencies.

ARTICLE 9.

The pergunnah of Surufdar must be returned to the Dherol family when the Company's Bahandary has expired; security given to this effect.

ARTICLE 10.

The Giras of any Girassia that may have been bought or forced from the owner without the permission of government since the year 1864 (A.D. 1807) to be returned.

ARTICLE 11.

The pergunnah of Rampore, fort and town, in all twelve villages, must be given to Koonwur Sutajee, and the jumma-bundee payable to government to be decided by the Guikwar. The expense attendant on Sutajee seeking the Guikwar's protection, reckoned at Rupees 8,000, with any property of Sutajee's mother in the Jam's possession, to be returned upon oath; also Koonwur Sutajee's property which may have been kept.

ARTICLE 12.

The nuzzerana to His Highness Futteh Sing, amounting to Rupees 25,000, to be paid.

ARTICLE 13.

Fa'el Zamin of Bhat and Charun to be given to the satisfaction of government.

ARTICLE 14.

One village to be given to Najee Jemadar in addition to his former one.

ARTICLE 15.

Any Baharwutias who may be in Nuggur to be sent to camp, where their business will be settled, never to be protected again.

ARTICLE 16.

All property stolen from the allied army in the Nuggur talooka to be restored.

ARTICLE 17.

A fine of one lakh to the Guikwar Government for being compelled to erect batteries against Nuggur.

SAHEE (signature of the Jam).

TRANSLATION of a DEED of FA'EL ZAMIN * executed by BHAROTE MEROO METTAH, INHABITANT of VEERUMGAUM, and RAM-DASS NUTHOO, INHABITANT of JULSON, in the PETLAUD PERGUNNAH, to the SIRCAR of SHREEMUNT RAO SHREE SENA KHAS KHEYL SHUMSHER BAHADOOR, Falgoon Vud 2nd 1868, 29th February 1812.

We do of our own free will and pleasure become permanent Fa'el Zamin for Jam Jussajee, of Nowanuggur, as follows:—

ARTICLE 1.

He shall not enter into internal disputes, afford refuge to any Baharwutias Katty or Rajpoot; he shall not encourage quarrels or encroach upon others' boundaries, but shall permit them to remain as they may have been from ancient times. Should any of the Bayaud offer his land or village, he shall not accept of it; in any way he shall not offer any injury on account of former quarrels; he shall harbour no robbers, else he must do so with proper securities; no robberies are to be committed in the talookas or in the roads. Should any person, from interested motives, offer his land or village for sale, it is not to be purchased or sold without the previous permission of the Sircar.

ARTICLE 2.

He shall not write with any enemies of the Guikwar or Company's government.

ARTICLE 3.

He shall permit no robberies, attacks, or plundering parties in the mehals of the government of Shreemunt Punt Purdhan, the Guikwar, and the

* Separate security was taken for nearly every article of the engagement of 23rd February 1812, but, with exception of the Fa'el Zamin, they were all temporary, and it has therefore been thought unnecessary to load this volume with them.

Honourable Company. He shall allow of no injury being offered to merchants or travellers, to whom he is to give guides and escorts through his own districts. Any loss suffered by merchants, etc., shall be answered for by the village people in whose land it occurs, and the talookdar shall answer for the conduct of his villages or shall trace the robbers.

ARTICLE 4.

If he has possessed himself of any lands or village of an inferior zemindar it shall be released, and a just accommodation take place and the dispute cease.

ARTICLE 5.

In the year 1868 (1812), he engaged with the Sircar not to entertain more than 300 Arabs as foreign sebandy. Should he require more, he shall ask the permission of government, and if it is desired he is not to retain others.

These are upon our heads and we shall pay all Mohsuls.

The above is true.

(Sd.)	BHAROTE MEROO METTAH	} <i>their marks.</i>
	MUTIOO ×	
(Sd.)	BHAROTE RAMDASS NUTHOO	
	MUTTOO ×	

Large
Seal.

TRANSLATION of a PERWANNAH from the SIRCAR of SHREE
RAO SHREE ANUND RAO GUIKWAR SENA KHAS KHEYL
SHUMSHER BAHADOOR, to JAM JESSAJEE of NOWANUGGUR
TALOOKA.

You behaved in an unbecoming manner, which caused the Khas army and a large force on the part of the Honourable Company Bahadoor to enter your country. Every endeavour was made to effect an accommodation, but these having failed, in order to keep you in remembrance (of the past), your jumma bundee has been increased by one lakh of Rupees annually, inclusive of the produce of the port of Suryah, from the year 1869, A. D. 1813. Should, however, your future conduct be such as is approved of by the allied government after a period of ten years, they may be induced to reduce in some proportion this increased demand.

Falgon Soodh 14th, 1868 (26th February 1812).

MORTUB SHOOD.

Seal.

TRANSLATION of a DEED executed by the SIRCAR of RAO SHREE ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR in favour of JAM JESSAJEE of NOWANUGGUR.

The Sircar have taken the port of Suryah in the Nuggur talooka entire, and free from all other demands, in consequence of your unbecoming conduct. In this manner you have given it in writing.

No trouble will be offered to your talooka by the garrison of the Sircar in that post, such as orders, horsemen, footmen, mohsuls, travellers to and from, &c., except in the articles of grass and wood; our garrison will not listen to any complaint made by your ryots, and no trouble offered by the thaanah. Our garrison will not protect any of your criminals.

Merchants belonging to Khumbalia carrying goods from Suryah to the former place shall pay you the usual taxes, and the same with respect to the Suryah merchant vending goods in Khumbalia.

Merchants of Suryah carrying goods from Suryah past the vicinity of Khumbalia will pay you the usual petty road taxes. Robbers, &c., of your talooka shall not trouble the Bunder or its merchants, nor shall the passage of goods through the country be in any way obstructed.

Should any merchants be robbed of property (which has paid Khumbalia road tax) in your territory, you shall cause restitution, and if the robbers belong to another district you shall point out the place to which they belong.

The Sircar may populate and otherwise increase the Bunder; no obstacles are to be presented to this.

The Sircar affords cowl for what is written above, and the Bahandary of Captain James Rivett-Carnac, Resident on the part of the Honourable Company, is attached.

Falagoon Soodh 14th (26th February 1812).

MORTUB SHOOD.

Seal.

No. LXXVI.

TRANSLATION of a NOTE from HIS HIGHNESS JAM RUNMULJEE of NOWANUGGUR to A. MALET, ESQ, POLITICAL AGENT in KATTYWAR, dated 22nd March 1846, Falagoon Vud 10th Sumwut 1902.

Your Yad, with the copy of the rules for exempting vessels driven into port by stress of weather, was received, and we had some conversation on the subject when you were at Nowanuggur. I now write in this Yad that I will abide by those rules, and will send orders to my Bunders: this is written for your information.

No. LXXVII.

AGREEMENT with the State of NAWANAGAR for the construction of a LINE of TELEGRAPH from NAWANAGAR to RAJKOT—1885.

Whereas the State of Navanagar is desirous of having a line of telegraph constructed from Navanagar to Rajkot to be worked in connection with the British lines of telegraph, the following terms are agreed upon by the Political Agent in Kathiawar on the part of the British Government duly empowered by the Viceroy and Governor General of India in Council on that behalf, and by Mr. Liladhar Keshowji, Vakil, duly empowered by the Government of the Navanagar State on that behalf :—

1. The British Government agrees to construct for the Navanagar State a line of telegraph consisting of one wire to be carried on suitable supports to be erected between Navanagar and Rajkot at a cost of Rupees forty-one thousand seven hundred and fifty, more or less, and the Navanagar State agrees to pay to the British Government interest at the rate of 5 per cent. per annum on all capital expended on the construction of the line.

2. The line so constructed shall be called the Navanagar Branch telegraph line.

3. With the consent of the Governor-General in Council extra wires may at any time be added by the Telegraph Department for the Navanagar State on terms and conditions to be agreed upon at the time between the Navanagar State and the Government of India.

4. The Navanagar Branch telegraph extension shall be kept in efficient repair, managed and worked entirely by the officers of the Telegraph Department of the Government of India. It shall not be dismantled without the consent of the British Government, but should it at any time be given up, the materials of which it is composed shall be returned into the Government Telegraph Store, and the State of Navanagar debited with the cost of dismantling and returning the materials to store.

5. The State of Navanagar shall pay annually to the British Government, to cover the cost of repairs and maintenance, a sum calculated at the rate of $2\frac{1}{2}$ per cent. per annum on the capital expenditure, and also Rs. 5 per mile of line to cover cost of line establishment and minor charges of the telegraph between Navanagar and Rajkot. These rates may be changed at any time hereafter after a year's notice has been given to the Navanagar State.

6. The entire receipts at the Telegraph office at Navanagar and at any other office opened on the Navanagar Branch Telegraph line shall be credited annually to the Navanagar State, and the actual cost incurred in keeping open and working the said offices shall be debited annually to the Navanagar State. If the receipts exceed the cost of the offices, together with the charges under Article 5, the surplus shall be paid by the British Government to the Navanagar State; if the cost exceeds the receipts the difference shall be paid by the Navanagar State to the British Government. By "Receipts" is to be understood the value of the fees levied at the offices aforesaid, on inland messages and the Indian share of foreign messages despatched from the office aforesaid.

7. The accounts of the Navanagar Branch Telegraph line and of the offices maintained on it shall be rendered yearly to the State of Navanagar, and the charges and balance shall be adjusted without delay.

8. The Navanagar State shall provide free of rent such accommodation for the offices that may be opened on the Navanagar Branch Telegraph line as the Director-General of Telegraphs shall consider necessary, and shall keep the same in good repair.

9. The State of Navanagar agrees to apply to the Navanagar Branch Telegraph line the provisions of the British Telegraph Act I of 1876 and such other Acts or legal provisions as have been or may hereafter be passed by the British Government with reference to telegraphs.

10. The State of Navanagar agrees to apply to the Navanagar Branch Telegraph line any Rules or Regulations that are now or may hereafter be made applicable to lines of telegraph in British India. The British Government will undertake to furnish the Navanagar State with accurate translations of such Acts, Rules and Regulations.

11. The State of Navanagar agrees that the Navanagar Branch Telegraph line shall be open to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose.

(Vernacular signature.)

(Sd.) EDWARD W. WEST, *Lieut.-Col.,*
Political Agent.

No. LXXVIII.

AGREEMENT with the State of NAWANAGAR for the construction of a LINE of TELEGRAPH from DHROL to JODIYA—1890.

Whereas the State of Nawanagar is desirous of having a line of telegraph constructed from Dhrol to Jodiya to be worked in connection with the British lines of telegraph, the following terms are agreed upon by the Political Agent in Kathiawad on the part of the British Government duly empowered by the Viceroy and Governor-General of India in Council on that behalf, and by the Halar Prant Vakil duly empowered by the Government of the Nawanagar State on that behalf:—

1. The British Government agrees to construct for the Nawanagar State a line of telegraph consisting of one wire to be carried on suitable supports to be erected between Dhrol and Jodiya at a cost of Rupees six thousand eight hundred, more or less, and the State agrees to pay to the British Government interest at the rate 5 per cent. per annum on all capital expended on the construction of the line.

2. The line so constructed shall be called the Jodiya Branch Telegraph line.

3. With the consent of the Governor-General in Council extra wires may at any time be added by the Telegraph Department for the Nawanagar State on terms and conditions to be agreed upon at the time betw. en the Nawanagar State and the Government of India.

4. The Jodiya Branch Telegraph extension shall be kept in efficient repair, managed and worked entirely by the officers of the Telegraph Department of the Government of India. It shall not be dismantled without the consent of the British Government, but should it at any time be given up, the materials of which it is composed shall be returned into the Government Telegraph Store, and the State of Nawanagar debited with the cost of dismantling and returning the materials to store.

5. The State of Nawanagar shall pay annually to the British Government, to cover the cost of repairs and maintenance, a sum calculated at the rate of $2\frac{1}{4}$ per cent. per annum on the capital expenditure, and also Rs. 5 per mile of line to cover cost of line establishment and minor charges of the telegraph between Dhrol and Jodiya. These rates may be changed at any time hereafter after a year's notice has been given to the Nawanagar State.

6. The entire receipts at the Telegraph Office at Jodiya and at any other office opened on the Jodiya Branch Telegraph line shall be credited annually to the Nawanagar State, and the actual cost incurred in keeping open and working the said offices shall be debited annually to the Nawanagar State. If the receipts exceed the cost of the offices, together with the charges under Article 5, the surplus shall be paid by the British Government to the Nawanagar State; if the cost exceeds the receipts the difference shall be paid by the Nawanagar State to the British Government. By "Receipts" is to be understood the value of the fees levied at the offices aforesaid on Inland messages and the Indian share of Foreign messages despatched from the offices aforesaid.

7. The accounts of the Jodiya Branch Telegraph line and of the offices maintained on it shall be rendered yearly to the State of Nawanagar, and the charges and balance shall be adjusted without delay.

8. The Nawanagar State shall provide free of rent such accommodation for the offices that may be opened on the Jodiya Branch Telegraph line as the Director-General of Telegraphs shall consider necessary, and shall keep the same in good repair.

9. The State of Nawanagar agrees to apply to the Jodiya Branch Telegraph line the provisions of the British Telegraph Act I of 1876 and such other Acts or legal provisions as have been or may hereafter be passed by the British Government with reference to telegraphs.

10. The State of Nawanagar agrees to apply to the Jodiya Branch Telegraph line any Rules or Regulations that are now or may hereafter be made applicable to British lines of telegraph in India. The British Government will undertake to furnish the Nawanagar State with accurate translations of such Acts, Rules and Regulations.

11. The State of Nawanagar agrees that the Jodiya Branch Telegraph line shall be open to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose.

(Sd.) E. C. K. OLLIVANT,
Political Agent, Kathiawar.

CAMP MULI,
17th December 1890. }

(*Vernacular signature.*)

No. LXXIX.

ADOPTION SUNNUD granted to the JAM of NOWANUGGUR—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, the adoption by yourself and future rulers of your State of a successor according to Hindoo law and to the customs of your race will be recognised and confirmed.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the treaties, grants, or engagements, which record its obligations to the British Government.

Fort William,
The 11th March 1862. }

(Sd.) CANNING.

Similar Sunnuds were granted to Bhownuggur, Edur, and Rajpeepala.

No. LXXX.

TRANSLATION of a WRITING passed on the 31st January 1773 between DEWJEE RESIL and WAGJEE DESSY in behalf of RAWUL BREK SING, RAJAH of BHOWNUGGUR, to WILLIAM ANDREW PRICE, ESQ., CHIEF for AFFAIRS of the BRITISH NATION, and GOVERNOR of the MOGHUL'S CASTLE and FLEET at SURAT.

The Nawab Momin Khan, of Cambay, having been at Baroach, and fully empowered William Andrew Price, Esq., to treat with the Rajah of Bhownuggur for the surrender of the fort of Toolajee to him, we, Dewjee Resil and Wagjee Dessy, being sent by the same Rajah, fully empowered by him to enter into an agreement for the said fort, have by this writing settled that it shall be delivered to the Rajah for the sum of Rupees seventy-five thousand, which the said William Andrew Price, on the part of the Nawab, agrees to, and which we, the said Dewjee Resil and Wagjee Dessy, also agree to: and whereas the Nawab, having made good to the Honourable English East India Company the sum of Rupees twenty-five thousand in part payment of the said fort, we, the said Dewjee Resil and Wagjee Dessy, on the part of the said Rajah, agree that at the expiration of one month after delivery of the fort to the Rajah, with the same guns and stores as the Nawab received

from the English, to make good to him the sum of Rupees twenty-five thousand; and with respect to the balance of Rupees fifty thousand due to the Honourable Company, we agree to make it good in annual payment of Rupees fifteen thousand until the whole is discharged. In this there is not to be any difference.

Dated in Baroach, the 7th Zelimdah, in the year of the Hegira 1186, or the 31st January 1773.

(Sd.) DEWJEE RESIL.

„ WAGJEE DESSY.

We confirm the above.

(Sd.) DANIEL DRAPER.
 „ JOHN WATSON.
 „ ROBERT GARDEN.
 „ BRUCE FLETCHER.
 „ WILLIAM SHAW.
 „ ROBERT GORDON.
 „ BENJAMIN LEWIS.
 „ WILLIAM TAYLER.

No. LXXXI.

DEED passed on the 8th November 1808 to MAJOR ALEXANDER WALKER, RESIDENT at BARODA, on behalf of the HONOURABLE COMPANY, by RAWUL WUKHUT SING, THAKOOR of BHOWNUGUR, and his son KOONWUR WUJE SING, namely—

A bond executed to the Sircar of the Maharajah Anund Rao Guikwar Sena Khas Khey! Shumsher Bahadoor, by which, through the medium and on the security of Bharote Umar Jugrope, we became bound to make good the yearly dues of our talook, amounting to Rupees 74,500 (khurajaat inclusive), at Baroda, for the period of ten years, and by a separate agreement from us, we also engaged for the perpetual payment of the same.

Now the said revenue of Rupees 74,500 being transferred from the Sircar of Anundo Rao Guikwar to the Honourable Company, I do hereby bind myself, and my heirs and successors, from generation to generation, to make good to them or their assignees, in each year, as follows:—

1 Kist	Magsur	24,834
1 Do.	Pous	24,833
1 Do.	Magh	24,833

Rupees . 74,500

The said instalments being to be paid in the currency of Surat.

This engagement is renewable at the expiration of ten years from the year (1865, 1808-09) inclusive; and according to the terms of this engagement I do promise to abide for myself, my heirs and successors, so long as my present possessions may remain with me; the said Rupees 74,500 being in full of all moolookgeeree demands whatever on my talook, either from the Peishwa's or Guikwar's government; and in case I do not pay at the stated periods of instalments, I do promise to pay at a rate of interest 1 per cent. per month.

Dated Sumvut 1865, 5th Kartick Vud, or A. D. 8th November 1808.

The above is truth.

RAWUL WUKHUT SING.

PERWANNAH from MAJOR ALEXANDER WALKER, in behalf of the HONOURABLE COMPANY, to RAWUL WUKHUT SING, THAKOOR of BHOWNUGGUR, and his son KOONWUR WUJE SING, to wit, dated 8th November 1808.

Having, under date the 2nd Kartick Soodh 1864 (1st November 1807), executed an agreement to the Sircar, binding yourself to pay to the Honourable Company the annual amount of your jumma bundee and khurajaat, and which engagement is renewable in ten years from 1865 inclusive, therefore, pursue the cultivation of your district with confidence, and pay your jumma bundee and khurajaat according to your bond, as the kists become due; being for the following districts:—

1. Oomrala Lolecana.
2. Talooka Muhwa and Bhauvur.
3. „ Dehore.
4. „ Talaja, &c.
5. Talookas Julalpore, Marva, Dhusa, Lathia.
6. Talooka Ajmer.
7. „ Wagnuggur.
8. Mouza Nily Godrun, Ashodur, Sheldy Amba, &c., belonging to Kharapat.
9. Talookas Gudhura and Bhimrad.
10. Mouza Rajoolla.
11. Talookas Saubur and Koondala.
12. Talooka Gondaloo.

Should in any year any real distress occur, in that year the Sircar will consider the same. You have afforded perpetual Fa'el Zamin, according to which perform your engagement, and be assured of receiving on all just cases the protection of government.

Neither the Peishwa's or Guikwar government will afford any molestation in respect to the above jumma-bundee, and should they so do, the Company will answer the same.

(Sd.) A. WALKER,

Resident.

Dated 8th November 1808.

No. LXXXII.

AGREEMENT, dated the 8th September 1840, between the HONOURABLE EAST INDIA COMPANY and the THAKOOR OF BHOWNUGGUR, RAWUL WUJESINGJEE WUKHUT SINGJEE, having been concluded, has been made out in three parts, signed and sealed, whereof one part is to be deposited with the GOVERNMENT of BOMBAY, one part with the THAKOOR, and one in the office of the COLLECTOR of AHMEDABAD, *viz.*:—

ARTICLE 1.

The Thakoor, for and in consideration of the sum of Company's Rupees (4,000) four thousand being paid to him by the said East India Company, and to be annually paid to him and his hereditary successors, agrees to relinquish all claims to any share in the land or sea customs at Gogo. He also agrees to relinquish all claims to any duties under the name of "Abkaree" on tobacco or any other goods in that cusba. He further agrees to relinquish all claims to the Huk termed "Dullalee" and "Tojee Veera," together with the Huk "Bham Veera" in the said cusba. The Thakoor, moreover, agrees to relinquish all claims, and hereby acknowledges that he has no right to any Huk, Lawazums, Duty, &c., in Gogo Cusba, either from the East India Company or the East India Company's subjects, or to any arrears, on account of the above items, antecedent to the 1st December 1836.

ARTICLE 2.

And whereas an order was issued by the Honourable the Governor in Council of Bombay for stopping the coinage of money at Bhownuggur, now the Thakoor, in consideration of the annual payment to him and his hereditary successors by the East India Company of the sum of Company's Rupees (2,793-6-5) two thousand seven hundred and ninety-three six annas and five pies, hereby agrees to relinquish all and every description of coining money of every kind, both at Bhownuggur and its dependent villages, as well as in his (the Thakoor's) Kattywar possessions, hereby binding himself to abstain from coining either copper, or any other sort of coin, both in the abovementioned places and everywhere else, and moreover hereby renounces all claims on account of the said Mint arising antecedent to 1st December 1836.

Under the above two Articles of Agreement, the East India Company consents to pay the Thakoor annually, commencing from the 1st December 1836, the sum of Company's Rupees (6,793-8-5) six thousand seven hundred and ninety-three six annas and five pies.

In witness whereof we hereunto set our hands and seals, John Hinde Pelly, Collector of continental Customs and Excise, in behalf of the East India Company, on the one part, and the Thakoor Rawul Wujesingjee on the other part, this eighth day of September, in the year of Our Lord one thousand eight hundred and forty, corresponding with Sumwut one thousand eight hundred and ninety-six, Bhadurwa Soodh twelfth.

(Sd.) J. H. PELLY,

Collector of Continental Customs and Excise.

This Agreement was confirmed by Government on the 30th September 1840.

No. LXXXIII.

TRANSLATED EXTRACTS from a LETTER addressed by the THAKOOR of BROWNUGGUR to ARTHUR MALET, ESQ., POLITICAL AGENT in KATTYWAR, dated the 18th January 1846.

Your letter, dated the 3rd January 1846, has been received, and its contents have been understood. You state that "there is a difficulty regarding the duties leviable on boats passing to and fro from Bombay to Sinde, or elsewhere, which are obliged by stress of weather or other cause to touch at any of my Bunders; that injury is thereby done to facility of traffic; that government has taken the case of such boats under its favorable consideration; and that the Rao of Kutch, to meet the wishes of government, framed certain regulations on the subject, dated 1st December 1840; that a copy of these regulations was forwarded to me in a letter dated 17th October 1844, in which I am informed that it is to my credit to make arrangements for preventing obstacles being thrown in the way of persons navigating boats, and that if I could make regulations at my Bunders similar to those which are in force at the Bunders of Kutch it would be pleasing to government and beneficial to my own interests." You have asked me to reply to this letter. I am most willing to pay every consideration to the wishes of government, and anxious to benefit the interests of my country, and I have therefore now sent a copy of the regulations in question to the Bunders of Mowa and Tolaja that they may be enforced. I have also given a copy to my mootsudee at this place, with instructions to act accordingly.

Dated 6th Pous Sud 1902, corresponding with the 18th January 1846.

No. LXXXIV.

TRANSLATION of a YAD from the THAKOOR of BROWNUGGUR to
MAJOR W. LANG, POLITICAL AGENT in KATTYWAR, dated the
20th December 1849.

Arrangements having been formerly made for not levying the customs on vessels driven to and detained in any port on account of stress of weather or for any other similar reason while going from Bombay to Kurrachee or any other Bunder, and *vice versa*, I wrote to you on the subject; but I now beg to add that, according to the said arrangements, I shall not collect the sea customs on vessels belonging to the Sircar and to the different ports in Kattywar that may happen to come to my Bunders on account of stress of weather; but His Highness the Rao of Kutch having only agreed to exempt vessels belonging to Kurrachee and Bombay from the payment of these customs, and not those belonging to other ports, I shall be obliged to pay to him the duty on such vessels of my Bunders as may be driven into ports belonging to Kutch by stress of weather, and for this reason I shall also levy the same on vessels of Kutch agreeably to my ancient custom.

Dated Sumwat 1906, Pous Soodh 6th, corresponding with the 20th December A.D. 1849.

Written by Suwall Lall Shamjee.

MEMORANDUM.

Similar engagements to the foregoing were entered into by the following additional Chiefs on the undermentioned dates :—

His Highness the Jam of Nowanuggur ...	On the 20th December
Nawab of Joonagurh	1849.
The Rana of Porebunder	
The Seedee of Jafferabad	On the 30th December
	1849.

No. LXXXV.

SETTLEMENT framed according to RESOLUTIONS of the BOMBAY
GOVERNMENT, Nos. 3826 and 3829, dated 23rd October 1860.

The following agreement between Her Majesty's Government and the Thakoor of Bhownuggur, Juswuntsingjee Bhowsingjee, having been concluded, has been made out and signed in three parts, of which one part will

be deposited with Her Majesty's Government of Bombay, one part with the Thakoor, and one part in the office of the Collector of Ahmedabad :—

ARTICLE 1.

The Thakoor agrees that the lease of the villages of his talooka in the districts of Dundooka, Ranpore, and Gogo, which was executed in A.D. 1848, shall be cancelled from and after May 1st, 1861. Instead thereof the Thakoor hereby agrees to pay for the whole of the villages enumerated in that lease a fixed jumma of Rupees 52,000 yearly for ever. This sum shall not be in any way affected by the result of any action or other process brought by any party against the Thakoor's right of possession in any part of the said talooka, nor shall the said estates, excepting Bhownuggur, with Wudwa, Sehore, and the ten villages thereof about to be attached to Kattywar, be exempted, on account of this payment, from any other general taxation not coming under the head of land tax or rental which Government may impose on their districts under the regulations.

ARTICLE 2.

The whole of the Thakoor's claims upon government have been computed up to May 1st, 1861, to amount to Rupees 12,21,041-13-7. To this the Thakoor agrees. There is due from the Thakoor in revenue to government Rupees 12,71,062-11-0. This the Thakoor admits. The balance, Rupees 50,020-13-5, the Thakoor agrees to pay into the Treasury before May 1st, 1861. Except the annual sum of Rupees 6,890-2-2, compensation fixed in A.D. 1840 for the Thakoor's rights in Gogo and for his mint, no yearly or any other sum of compensation will remain due by government to the Thakoor after that date. From and after November 1860, the Thakoor agrees to pay up his Kattywar tribute yearly in full according to settlement.

ARTICLE 3.

The Thakoor agrees to the following, instead of the rules heretofore followed, in collecting customs in the port of Bhownuggur :—

1. Government shall collect port dues at the same rates as in British ports, and after deducting expenses shall hand the proceeds to the Thakoor.

2. Government shall collect customs on trade to and from other than British ports on the continent of India at the same rates as may be from time to time imposed by the British Government in their own ports. After deducting the necessary expenses, three-fifths shall be the share of the Thakoor and two-fifths the share of government.

3. The tariff in use in British ports shall be adopted instead of that now in use.

4. Nothing in this agreement shall affect the articles of opium, spirits, and salt, which shall be dealt with as heretofore.

ARTICLE 4.

The Thakoor agrees to pay monthly into the Bhownuggur custom house the sum of Rupees 35 to cover the expense incurred by government in consequence of the opening of the port of Soondrye.

ARTICLE 5.

In consideration of the present settlement, the Thakoor agrees to abandon entirely his claims on the following subjects :—

1. To compensation for loss caused by the imposition of an attachment by the Settlement Officer, Mr. Rogers, in A.D. 1854.
2. To the restoration of the villages Khurur, Jhinjhur, and Cher, or to a deduction from the Joonagurh Zoretulubee if they are not restored.
3. To compensation for the loss caused by the closing of the harbour of Soondrye in A.D. 1808.
4. To a share in the customs and land revenue of Dhollerah.
5. To a certain cess and a share in the land revenue of Bhowliaree.

ARTICLE 6.

Government having consented to acknowledge the Thakoor's claim to a half share in the village of Pauvee in Dundooka, if on investigation it appears that his right to it was not derived from the deceased Talookdar, a Kusbatee, the Thakoor agrees to accept a decision made on that understanding.

ARTICLE 7.

Upon the above conditions Her Majesty's government agree as follows :—

Government concede as a favour, and not as a right, the transfer of Bhownuggur itself, with Wudwa, Sehore, and ten subordinate villages, from the district of Gogo, subject to the regulations, to the Kattywar Political Agency.

Government will not lay claim to the enam villages subordinate to Wurtej.

Government will not enforce their rights in the ports of Mowa and Wagnuggur.

ARTICLE 8.

Government have agreed to cancel the above-quoted lease executed in A.D. 1840. It is therefore cancelled from May 1st, 1860, and government agree as a favour to take in future the yearly sum of Rupees 52,000 as the jumma of all the villages specified in the said lease. This sum shall not be liable to increase.

ARTICLE 9.

1. Government agree to admit Bhownuggur to the full benefits of a British port so far as the Thakoor may desire.

2. On condition that the Thakoor abandons his claim to compensation for the sayer duties abolished in his talooka villages, government agree to abandon their present share in the customs, and will take only two-fifths of the net customs hereafter to be collected on trade to and from other than British ports on the continent of India.

3. Government will collect the said customs according to the laws and tariff from time to time in force for British ports, and hand to the Thakoor three-fifths of the proceeds after deducting the necessary expenses.

4. Government will collect port dues at the same rates as in British ports, and, deducting expenses, will hand over the whole proceeds to the Thakoor.

5. Government will not interfere in any way with such customs as the Thakoor chooses to levy on trade to and from British ports on the continent of India.

6. Government agree that the Thakoor shall enjoy a remission of customs on his private trade to the amount of Rupees 1,000 yearly according to the British tariff.

ARTICLE 10.

Government agree the Thakoor shall open the port of Soondrye as a foreign port for the export of all articles the produce or manufacture of the continent of India, and for the import of such articles only as shall have been duly exported from a British port in the continent of India, except only that there shall be no traffic in spirits, salt, and opium.

ARTICLE 11.

Government will admit the Thakoor's claims to a half share in the village of Pauvee in Dundooka, if it appears on investigation that the right of the Thakoor is not derived from the Kusbatee Talookdar of the other half.

In witness whereof we hereunto set our hands and seals this 22nd day of December eighteen hundred and sixty, Sumwut nineteen hundred and seventeen, Margsur Soodh 10th.

(Sd.) GEORGE CLERK.

.. JUSWUNTSINGJEE BHOWSINGJEE.

No. LXXXVI.

AGREEMENT entered into by the BROWNUGGUR DURBAR for the CONSTRUCTION and MAINTENANCE of TELEGRAPH LINES between DHOLLERAH and BROWNUGGUR—1874.

Whereas the State of Bhownuggur is desirous of having a line of telegraph constructed from Dhollerah to Bhownuggur to be worked in connection with the British lines of telegraph, the following terms are agreed

upon by James Braithwaite Peile, Esquire, Acting Political Agent in Kattywar, on the part of the British Government, duly empowered by the Viceroy and Governor-General of India in Council on that behalf, and by Edward Hope Percival, Esquire, and Gowrishunkur Udeyshunkur, Esquire, Joint Administrators of the Bhownuggur State, on the part of the Bhownuggur State, duly empowered by the Administration of Bhownuggur on that behalf:—

1. The British Government agrees to construct for the Bhownuggur State a line of telegraph consisting of one wire to be carried on standards to be erected between Dhollerah and Bhownuggur at a cost of Rupees (21,000) twenty-one thousand, more or less, and the State of Bhownuggur agrees to pay to the British Government the cost of the line as the money may be required.

2. The receipts obtained by the opening of the Bhownuggur Telegraph Office shall belong exclusively to the British Government, who shall defray the entire cost of repairing, maintaining, and working the telegraph line between Dhollerah and Bhownuggur, but when the receipts of the Office fall short of the cost of repairs, maintenance, and working, the State of Bhownuggur agrees to make good the deficiency; should there, on the other hand, be a surplus left after payment of all expenses, such surplus shall be handed over by the British Government to the State of Bhownuggur.

3. With the consent of the Governor-General in Council extra wires may at any time be added by the Telegraph Department for the Bhownuggur State on terms and conditions to be agreed upon at the time between the Bhownuggur State and the Government of India.

4. The line shall be called "The Bhownuggur Branch Telegraph Line," and shall be managed and worked entirely by the officers of the British Telegraph Department. It shall not be dismantled without the consent of the British Government, but should it at any time be given up, the materials of which it is composed shall become the property of the Bhownuggur State.

5. The accounts of the telegraph line shall be rendered yearly to the State of Bhownuggur, and the balance shall be adjusted without delay.

6. The State of Bhownuggur agrees to apply to the Bhownuggur Telegraph line the provisions of the British Telegraph Act VIII of 1860, and such other Acts or legal provisions as have been, or may hereafter be, passed by the British Government with reference to telegraphs.

7. The State of Bhownuggur agrees to apply to the Bhownuggur Telegraph line any rules or regulations that are now or may hereafter be made applicable to lines of telegraph in British India. The British Government will undertake to furnish the Bhownuggur State with accurate translations of such Acts, Rules, and Regulations.

8. The State of Bhownuggur agrees that the Bhownuggur Telegraph line shall be opened to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose.

BHOWNUGGUR,
The 23rd January 1874. }

(Sd.) J. B. PEILE,
Acting Political Agent, Kattywar.

No. LXXXVII.

TRANSLATION of an AGREEMENT EXECUTED BY RANA SIRTANJEE
AND KOOR HALLAJEE OF POREBUNDUR, renouncing in
future PIRACY and all RIGHT to WRECKS.

Be it known to all that we, Rana Sirtanjee and Koor Hallajee of Porebunder, in order to afford the fullest testimony of respect and attachment to the Honourable Company, do engage and bind ourselves, our heirs and successors, to observe the following Articles of Agreement concluded by us, Rana Sirtanjee and Koor Hallajee of Porebunder, on our part, and by Major Alexander Walker on the part of the Honourable Company :—

ARTICLE 1.

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel and trade by sea, we, Rana Sirtanjee and Koor Hallajee of Porebunder, do in like manner for ourselves, our heirs and successors, engage not to permit, instigate, or connive at any act of piracy being committed by any person under our authority, or subject to our control, nor shall those who follow the profession of piracy receive protection or assistance in our ports. We do also bind ourselves to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to the vessels in distress, and renounce all claims to wrecks to which an owner capable of proving his right may appear.

ARTICLE 2.

The Honourable Company's vessels and subjects shall at all times have admission into our ports for the purposes of carrying on freely trade and commerce; and those merchants and traders who are subject to our authority shall in like manner be allowed to visit and to trade in the countries and harbours of the Honourable Company.

ARTICLE 3.

It is further agreed to by us that to prevent all future causes of dispute or misunderstanding, the Honourable Company may appoint an agent to reside at Porebunder, and from time to time cause one of their (Company's Sircar) vessels to visit the port and make such inspections as may be necessary to ascertain that all these Articles are observed inviolably.

No. LXXXVIII.

ARTICLES of ENGAGEMENT from RANA SIRTANJEE and KOOR HALLAJEE of POREBUNDUR to the HONOURABLE COMPANY, dated the 5th December 1809.

ARTICLE 1.

Rana Sirtanjee and Koor Hallajee agree to cede to the Honourable Company one-half of the port of Porebundur, with a full participation in all its rights.

ARTICLE 2.

In consideration of the above cession the Honourable Company engage to take upon themselves the satisfaction of a part of the claims of the Guikwar government on Porebundur equal to the amount of Rupees (50,000) fifty thousand.

ARTICLE 3.

For the amount so advanced Rana Sirtanjee and Koor Hallajee engage and do hereby transfer to the Honourable Company a mortgage, until the said Rupees 50,000, with its interests at 9 per cent. per annum, be fully paid.

ARTICLE 4.

The above arrangement places the State of Porebundur under the Bahandary and protection of the Honourable Company, who will assist and protect the rights and interests of Rana Sirtanjee and Koor Hallajee in all just cases, and for this purpose they will station a Captain and 100 men in Porebundur.

ARTICLE 5.

The demands of the Rana of Porebundur on the Kamdars and others, and the demands of other places on Porebundur, will be decided by the Honourable Company in conformity to justice. The Rana Sirtanjee and Koor Hallajee engage to abide by the Company's arbitration.

ARTICLE 6.

The above engagement is permanent between the Rana Sirtanjee, Koor Hallajee, Koor Prutheeraj, and their heirs and descendants, for ever, on one part, and the government of the Honourable Company on the other.

Done at Porebundur, 5th December A.D. 1809, corresponding with the 13th Kartick Vud 1866 Samvat.

SAHEE, in the handwriting of SIRTANJEE,
Rana of Porebundur.

No. LXXXIX.

AGREEMENT passed by the JAM SAHEB of NAVANAGAR ceding his full CRIMINAL AND CIVIL JURISDICTION to the BRITISH GOVERNMENT over the lands occupied by the DHORAJI-PORBANDAR SECTION of the BHAVNAGAR-GONDAL-JUNAGAD-PORBANDAR RAILWAY—1887.

FROM

HIS HIGHNESS JAM SHRI VIBHAJI, K.C.S.I.,

Jam Saheb of Navanagar;

To

COLONEL CHARLES WODEHOUSE, C.I.E.,

Political Agent, Kathiawar.

SIR,—Agreeably to your letter No. 4209, dated the 24th instant, I have the honour to state that I hereby agree, on behalf of myself and my successors, to delegate to the British Government my full civil and criminal jurisdiction short of sovereign rights over the proposed Railway line between Dhoraji and Porbandar and over any additions that may hereafter be made to the line in my territory.

I am,

Your sincere friend,

NAVANAGAR, }
The 27th November 1887.

(Sd.) (*In vernacular*)
Jam Saheb of Navanagar.

Agreements to the above effect have been passed by the Chief of Gondal and the Administrator of the Porbandar State.

No. XC.

ADOPTION SANAD granted to the RANA of PORBANDAR—1890.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, the adoption by yourself and future Rulers of your State of a successor according to Hindu law and to the customs of your race will be recognised and confirmed.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the treaties, grants or engagements which record its obligation to the British Government.

SIMLA, }
The 23rd June 1890. }

(Sd.) LANSDOWNE,
Viceroy and Governor-General of India.

Similar sanads were granted to the Chiefs of Dhrangadra, Morvi, Lunavada, Sunth, Baria, Chhota Udaipur, Jawhar, Dhrol, Limri, Palitana, Wadhwan, and Wankaner.

No. XCI.

To

A. D. YOUNGHUSBAND, Esq.,

Acting First Assistant Political Agent,
in charge Jhalawad Prant.

With reference to your letter No. 1318 of 1886, dated 23rd December 1886, I, Thakor Sahib Balsingji Chandrasingji of Wadhwan, beg to state that I agree to cede the full criminal and civil jurisdiction possessed by me over the lands taken up for the Morvi State Railway in my territory, including those occupied for stations and buildings, and for other purposes connected with the said Railway, to the British Government.

CAMP DHORAJI, }
Dated the 24th March 1887. }

(Sd.) BALSINGJI,
Thakor Sahib of Wadhwan.

To

A. D. YOUNGHUSBAND, Esq.,

Acting First Assistant Political Agent.

With reference to your letter No. 1321, dated 23rd December 1886, I Sartansingji, Chief of Muli State, beg to state that I agree to cede the full criminal and civil jurisdiction possessed by me over the lands taken up for the Morvi State Railway, in my territory including those occupied for stations and buildings, and for other purposes connected with the said Railway, to the British Government.

Dated the 15th February 1887.

(In vernacular.)
Signature.

To

A. D. YOUNGHUSBAND, Esq.,
Acting First Assistant Political Agent.

With reference to your letter No. 1319 of 1886, dated 23rd December 1886, I, Vakhatsinghi, Chief of Sayla, beg to state that I agree to cede the full criminal and civil jurisdiction possessed by me over the lands taken up for the Morvi State Railway in my territory, including those occupied for stations and buildings, and for other purposes connected with the said Railway, to the British Government.

Dated the 19th February 1887.

(Signature in vernacular.)

Thakor of Sayla.

To

A. D. YOUNGHUSBAND, Esq.,
Acting First Assistant Political Agent.

With reference to your letter No. 1320 of 1886-87, dated 23rd December 1886, I, Karansingji, Chief of Than Lakhtar, beg to state that I agree to cede the full criminal and civil jurisdiction possessed by me over the lands taken up for the Morvi State Railway in my territory, including those occupied for stations and buildings, and for other purposes connected with the said Railway, to the British Government.

Dated the 18th February 1887.

(In vernacular.)

Signature of the Chief of Than Lakhtar.

To

A. D. YOUNGHUSBAND, Esq., C.S.,
Acting First Assistant Political Agent,
Prant, Jhallawad.

With reference to your letter No. 1317 of 1886-87, dated 23rd December 1886, I, Ganpatrao Narayen Laud, State Karbhari of Wankaner, beg to state that I agree on behalf of the Wankaner State to cede the full criminal and civil jurisdiction possessed by that State over the lands taken up for the Morvi State Railway in Wankaner territory, including those occupied for stations and buildings, and for other purposes connected with the said Railway, to the British Government, so long as the Morvi State Railway passes over the said land within Wankaner territory.

(Sd.)

GANPATRAO N. LAUD,

State Karbhari, Wankaner.

Dated 5th January 1887.

With reference to your endorsement No. 1171, dated 23rd December 1886, passed on No. 4394 of 21st idem, to your address, from the Political Agent, I, Thakore Shri Waghji, Chief of Morvi, beg to state that I agree to cede the full criminal and civil jurisdiction possessed by me over the lands taken up for the Morvi State Railway in my territory, including those occupied for stations, out-buildings, and for other purposes connected with the said Railway and actually within its defined limits, to the British Government.

(Sd.) THAKORE SHRI WAGHJI,

Thakore Sahib of Morvi.

Morvi, 6th January 1887.

No. 22 of 1888.

To

COLONEL CHARLES WODEHOUSE, C.I.E.,

Political Agent, Kathiawar.

SIR,—In the event of the Morvi Railway being extended to Rajkot, I agree, on behalf of minor Raj Sahib Amarsinghji and his successors, to delegate to the British Government full civil and criminal jurisdiction short of sovereign rights over any lands in the territory of the Wankaner State which may be occupied by such extension, and over any additions that may hereafter be made to the line in the said territory.

I have the honour to be, etc.,

(Sd.) GANPATRAO N. LAUD,

State Karbhari in charge

of Wankaner State on

behalf of minor Raj

Sahib Amarsinghji Banisinghji.

Dated 14th February 1888.

To

COLONEL CHARLES WODEHOUSE, C.I.E.,
Political Agent, Kathiawar.

SIR,—In the event of the Morvi Railway being extended to Rajkot, I agree, on behalf of myself and my successors, to delegate to the British Government my full civil and criminal jurisdiction short of sovereign rights over any lands in the territory of the Dhrol State which may be occupied by such extension, and over any additions that may hereafter be made to the line in the said territory.

I have the honour to be, etc.,

(Signed in vernacular.)

Thakor, Sahēb of Dhrol.

MAHAL SARAPDAD,

Dated 10th February 1888.

To

COLONEL CHARLES WODEHOUSE, C.I.E.,
Political Agent, Kathiawar.

SIR,—In the event of the Morvi Railway being extended to Rajkot, I agree, on behalf of myself and my successors, to delegate to the British Government my full civil and criminal jurisdiction short of sovereign rights over any lands in the territory of the Kotharia Taluka which may be occupied by such extension, and over any additions that may hereafter be made to the line in the said territory.

I have the honour to be, etc.,

(Signed in vernacular.)

Talukdar of Kotharia.

(Dated in vernacular.)

To

COLONEL CHARLES WODEHOUSE, C.I.E.,

Political Agent, Kathiawar.

SIR,—In the event of the Morvi Railway being extended to Rajkot, I agree, on behalf of myself and my successors, to delegate to the British Government my full civil and criminal jurisdiction short of sovereign rights over any lands in the territory of the Gavridad Taluka which may be occupied by such extension, and over any additions that may hereafter be made to the line in the said territory.

I have the honour to be, etc.,

(Signed in vernacular.)

Tulukdar of Gavridad.

Dated 5th March 1888.

No. 32 of 1887-88.

To

COLONEL CHARLES WODEHOUSE, C.I.E.,

Political Agent, Kathiawar.

SIR,—In the event of the Morvi Railway being extended to Rajkot, I agree, on behalf of myself and my successors, to delegate to the British Government my full civil and criminal jurisdiction short of sovereign rights over any lands in the territory of the Rajkot State which may be occupied by such extension, and over any additions that may hereafter be made to the line in the said territory.

I have the honour to be, etc.,

(Sd.) BAWAJI M.,

Thakor Saheb of Rajkot.

Dated 25th February 1888.

No. XCII.

AGREEMENT entered into by the GONDUL DURBAR for the CONSTRUCTION of a TELEGRAPH LINE—1874.

Whereas the State of Gondul is desirous of having a line of telegraph constructed from Rajkot to Dhorajee *viâ* Gondul, to be worked in connection with the British lines of telegraph, the following terms are agreed upon by Colonel William Warden Anderson, Political Agent in Kattywar, on the part of the British Government, duly empowered by the Viceroy and Governor-General of India in Council on that behalf, and by Captain Augustus Marshall Phillips, Assistant Political Agent in charge Gondul, duly empowered by the Administration of Gondul on that behalf :—

1. The British Government agrees to construct for the Gondul State a line of telegraph, consisting of one wire, to be carried on standards to be erected between Rajkot and Dhorajee *viâ* Gondul, at a cost of Rupees (31,200) thirty-one thousand and two hundred, more or less, and the State of Gondul agrees to pay to the British Government the cost of the line as the money may be required.

2. The receipts obtained by the opening of the Gondul and Dhorajee Telegraph Offices shall belong exclusively to the British Government, who shall defray the entire cost of repairing, maintaining, and working the telegraph line between Rajkot and Dhorajee *viâ* Gondul; but when the receipts of the Office fall short of the cost of repairs, maintenance, and working, the State of Gondul agrees to make good the deficiency; should there, on the other hand, be a surplus left after payment of all expenses, such surplus shall be handed over by the British Government to the State of Gondul.

3. With the consent of the Governor-General in Council extra wires may at any time be added by the Telegraph Department for the Gondul State on terms and conditions to be agreed upon at the time between the Gondul State and the Government of India.

4. The line shall be called "The Gondul-Dhorajee Branch Telegraph Line," and shall be managed and worked entirely by the officers of the British Telegraph Department. It shall not be dismantled without the consent of the British Government, but should it at any time be given up, the materials of which it is composed shall become the property of the Gondul State.

5. The accounts of the telegraph line shall be rendered yearly to the State of Gondul, and the balance shall be adjusted without delay.

6. The State of Gondul agrees to apply to the Gondul-Dhorajee line the provisions of the British Telegraph Act VIII of 1860, and such other Acts or legal provisions as have been, or may hereafter be, passed by the British Government with reference to the telegraphs.

7. The State of Gondul agrees to apply to the Gondul-Dhorajee Telegraph line any rules or regulations that are now, or may hereafter be, made

applicable to lines of telegraph in British India. The British Government will undertake to furnish the Gondul State with accurate translations of such Acts, Rules, and Regulations.

8. The State of Gondul agrees that the Gondul-Dhorajee Telegraph line shall be open to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose.

(Sd.) W. W. ANDERSON, *Colonel,*
Political Agent.

GONDUL, }
The 11th July 1874. }

(Sd.) A. M. PHILLIPS, *Capt.,*
Asstt. Poltl. Agent, in charge Gondul State,
for Thakoor Saheb Bhugwatsingjee.

No. XCIII.

AGREEMENT between THAKOR SAHEB SHRI BHAGWATSINGJI, Chief of Gondal, in Halar, and COLONEL JOHN W. WATSON, Political Agent in Kathiawar—1886.

Whereas it has been considered expedient by the British Government to transfer its civil station from Manekvada within the limits of the Junagad State to Jetalsar within the limits of the Gondal State;

And whereas a certain plot of ground forming the piece and parcel of land hereinafter specified and situate in the village of Jetalsar of mahal Dhoraji of the Gondal State is required to be occupied by the British Government for the purpose of establishing the said civil station thereon;

And whereas the Thakor Saheb of Gondal is willing to assist the British Government in this behalf;

The said Thakor Saheb of Gondal agrees to assign, on payment of the annual rent specified below, the said plot of ground unto the Government of Bombay for as long as it may be required by that Government for the purpose of a civil station, subject to the conditions hereinafter mentioned and agreed to by both parties to this agreement.

The land in question measures 550 acres, as per map appended; the boundaries are as follows:—on the north-west the land of moje Mandlikpar belonging to the Junagad State and the line of the Bhavnagar-Gondal Railway; on the south and south-west the land of moje Sankhli belonging to the taluka of Jetpur and the land of moje Mandlikpar belonging to the Junagad State; and on the north-east the proposed line of the Railway extension from Jetalsar to Veraval.

The sum of Rs. 1,800 shall be paid annually as rent for this land by the British Government to the Gondal State, and the whole plot in question is to be at the absolute disposal of the British Government during occupancy.

The right to cut wood or graze cattle in the said land shall vest in the British Government, but no privilege of cutting wood or grazing cattle or in any way making use of any other Gondal land outside the limits of the land hereby assigned to it by this agreement shall be claimed by the British Government or the residents of the new station.

The civil and criminal jurisdiction in respect of all causes of action that may arise or of all crimes that may be committed within the limits of the land hereby assigned to the British Government shall vest in the British Government. But it is understood and agreed by both parties to this agreement that this is in no way to affect the jurisdiction of the Gondal State in respect of all civil actions the cause of which may arise or of all crimes which may be committed outside the limits of the land hereby assigned to the British Government, but within the limits of the Gondal State; and that the inhabitants of the Gondal State who may reside or live in the new station or possess property therein are not to be thereby entitled to any assistance from or protection by the British Government.

The authorities in the new station are not to possess any right of forced labour or any privilege of making requisitions for the service of artizans. In time of necessity carriage must, however, be furnished according to the same scale that it may be demanded from other tributary States.

Certain custom duties called "Mandvi" are now levied by the Gondal State on all articles of trade exported from and imported into the village of Jetalsar. These the Gondal State shall continue to levy in the village of Jetalsar as well as on goods exported from the new civil station, subject to such variations and modifications in rates, &c., as the Gondal State may from time to time think advisable to make, with this reservation, however, that no increase of the custom dues on goods exported from the civil station shall be made without the consent of the Political Agent, and that the rates and rules for the levy of these dues shall always be uniform for the Jetalsar village and the new civil station.

It is agreed between both parties to this agreement that should it be found necessary by the British Government hereafter to expand the station beyond the limits of the land hereby assigned to it, the expansion shall be made by the British Government taking, and the Gondal State giving, such further land of the Jetalsar village as may be convenient to both parties, and on such conditions as may be agreed upon between them at the time. The station shall not be extended under any circumstances by taking up any land belonging either to the Junagad State or the Jetpur Taluka.

It is further agreed between both parties to this agreement that should the British Government find it expedient at any time to relinquish the occupancy of the land hereby assigned to it by removing the station elsewhere or otherwise, the land must be returned to the Gondal State and to no other, on condition that while the Gondal State would not thenceforward be entitled to

claim and receive from the British Government the annual rental thereof, the British Government would not be entitled to claim and receive from the Gondal State the cost or rent or any set-off whatever in respect of the buildings and other properties constructed and standing thereon at the time of such relinquishment.

The right of levying excise duty on spirituous liquors, both country and foreign, on opium and on bhang, ganja and other intoxicating drugs within the limits of the land hereby assigned to it shall vest in the British Government, but it is agreed that the liquor and other contractors' licenses or farms are not to extend beyond the limits of the civil station.

Should a cotton market be established hereafter within the limits of the new station, the question of its maintenance and of any consequent change in the rates of Mandvi dues on cotton levied by the Gondal State shall be dealt with in, and form the subject of, a fresh agreement.

EDINBURGH,
The 28th July 1886.

}

(Sd.) BHAGWATSINGJI,
Thakor Saheb, Gondal.

(Sd.) CHARLES WODEHOUSE, *Lieut.-Colonel,*
Acting Political Agent;

RAJKOT,
The 11th October 1886.

}

For Colonel JOHN WHALEY WATSON,
Political Agent, Kathiawar.

No. XCIV.

ADOPTION SANAD granted to the THAKUR SAHEB of GONDAL— 1889.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, the adoption by yourself and future Rulers of your State of a successor according to Hindu Law and to the customs of your race will be recognised and confirmed.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the treaties, grants, or engagements which record its obligations to the British Government.

SIMLA,
The 1st August 1889.

(Sd.) LANSDOWNE,
Viceroy and Governor-General

No. XCV.

AGREEMENT between the REGENT LADY NANEEDA on behalf of THAKOOR JHAREJA BAWAJEE of RAJKOT in HALLAR (a minor) and MAJOR R. H. KEATINGE, V.C., POLITICAL AGENT in KATTYWAR—1863.

ARTICLE 1.

The Rajkot Thakoor, for the purpose of assisting government in establishing a civil station on its own ground at Rajkot, willingly assigns to the officers of the Government of Bombay, in perpetuity, a spot of ground situated on the west or left bank of the Ajee river.

ARTICLE 2.

A map of the land, which measures about 385 acres, is appended.

ARTICLE 3.

The west half of the river-bed, where it touches the station land, is to be considered to belong to the latter.

ARTICLE 4.

Certain garden lands situated within the station limits, measuring 89,890 square yards, to the extent of ten kos (water-bags) irrigation on three wells, granted in charity to certain brahmins, shall be continued in the holder's possession in enam tenure, but the same shall be considered as included within the station jurisdiction.

ARTICLE 5.

The sum of Rupees (1,500) one thousand five hundred as compensation for the loss sustained by the Rajkot State is to be permanently deducted from the tribute payable by Rajkot to the British Government. The whole of this plot of land is to be at the absolute disposal of the British officers, no person having any proprietary right or right of cultivation within its bounds, with the exception of the garden grants referred to in the foregoing Article.

ARTICLE 6.

No privilege of grazing cattle, or of in any way making use of any Rajkot land outside the limits assigned, is to be claimed by the authorities or the inhabitants of the civil station.

ARTICLE 7.

A site of not less than fifty yards square is to be given to the Rajkot Durbar in a favourable position, free from all rent or other charges, to admit of the construction of a house and offices.

ARTICLE 8.

It is to be understood by both parties that the establishment of this civil station in the vicinity of Rajkot is not in any way to affect the civil jurisdiction of the Rajkot State, and that the inhabitants of Rajkot, who may live in the civil station, or possess property in it, are not to be thereby entitled to assistance from the British authorities in cases in which the cause of action has arisen in the Rajkot territory.

ARTICLE 9.

In the same manner the criminal jurisdiction of the Rajkot State is not in any way to be prejudiced or curtailed by the establishment of the civil station; but that State is to continue to enjoy the same privileges of civil and criminal jurisdiction that may be continued to other tributary States of equal rank and position.

ARTICLE 10.

The authorities in the civil station are not to possess any right to forced labour or any privilege of making requisitions for the services of artisans. In time of necessity carriage must, however, be furnished according to the same scale that it may be demanded from the other tributary States.

ARTICLE 11.

The right of the Durbar to take transit duty on goods passing into or leaving the station to the extent sanctioned by the custom of the country is allowed. This duty must, however, cease if it should be generally relinquished in the province.

ARTICLE 12.

The Durbar are not to possess the right of levying this transit duty in the civil station limits, but it is understood that they will be allowed to do so as long as their officers do not give trouble or cause inconvenience to the controlling authority. In the latter case the duty must be collected outside the station limits.

ARTICLE 13.

In case that government should at any time abandon the station, the land must be returned to the Rajkot State, and not to any other talooka; and the payment of Rupees (1,500) one thousand five hundred yearly to be made on the part of British Government must cease. But, under such circumstances, no claim is to be made on the Durbar for the value of the buildings constructed upon the land.

ARTICLE 14.

A passage shall be left on the bank of the river along which cultivators and cattle of the town of Rajkot shall be allowed freely to pass.

ARTICLE 15.

An assistant officer is to have charge of the Agency Bazar in order that appeal from either party may lie in the Political Agent's Court.

ARTICLE 16.

No person shall be enticed into the civil station, but once permanently residing there will cease to be subject to the Rajkot Durbar. Such residence will not give any claim to the protection of the Agency regarding landed and other property within the jurisdiction of the Rajkot Durbar.

ARTICLE 17.

Claims regarding robberies occurring within the station limits shall be disposed of according to the general custom of the country.

ARTICLE 18.

At the special request of the Rajkot Durbar, it is agreed that no persons are to be allowed to fish in the Ajee river opposite the town of Rajkot, or for one mile up stream, or in that portion of the small stream on the north of the town from the bridge to where it joins the Ajee river.

(True copy.)

RAJKOT, }
25th September 1863. }

(Sd.) R. H. KEATINGE,
Political Agent.

No. XCVI.

ADOPTION SANAD granted to the THAKUR of RAJKOT—1890.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, the adoption by yourself and future rulers of your State of a successor according to Hindu Law and to the customs of your race will be recognised and confirmed.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the treaties, grants or engagements which record its obligations to the British Government.

CALCUTTA, }
The 16th December 1890. }

(Sd.) LANSDOWNE,
Viceroy and Governor-General of India.

No. XCVII.

AGREEMENT between RAJ SINGJEE THAKOOR of WUDWAN, in JHALAWAR, and MAJOR R. H. KEATINGE, V.C., POLITICAL AGENT in KATTYWAR—1864.

The Thakoor, for the purpose of assisting Government in the administration of the district of Jhalawar, willingly assigns to the officers of the Government of Bombay, in perpetuity, a spot of land situated on the north or left bank of the river Bhogowa, opposite the village of Ruttunpore, for the purpose of establishing a British station.

The land measures about 1,760 yards, or one mile east and west, and one thousand yards north and south. A map of the ground is appended.

The northern half of the river-bed, where it touches the station land, is to be considered to belong to the latter.

The sum of Rupees 2,250 (two thousand two hundred and fifty) as compensation for the loss sustained by the Wudwan in assigning this land, is to be permanently deducted from the tribute payable by Wudwan to the British Government. The whole of this plot of land is to be at the absolute disposal of the British officers, no person having any proprietary right or right of cultivation within its bounds.

No privilege of grazing cattle, or of in any way making use of any Wudwan land outside the limits assigned, is to be claimed by the British authorities or the inhabitants of the station.

A site of not less than fifty yards square is to be given to the Wudwan Durbar in a favourable position, free from all rent or other charges, to admit of the construction of a house and offices.

It is understood by both parties that the establishment of this station in the vicinity of Wudwan is not in any way to affect the civil jurisdiction of the Wudwan State; and that inhabitants of Wudwan, who may live in the station or possess property in it, are not to be thereby entitled to assistance from the British authorities in cases in which the cause of action has arisen in the Wudwan territory.

In the same manner the criminal jurisdiction of the Wudwan State is not in any way to be prejudiced or curtailed by the establishment of the station; but that State is to continue to enjoy the same privileges of civil and criminal jurisdiction that may be continued to other tributary States of equal rank and position.

The authorities in the new station are not to possess any right of forced labour, or any privilege of making requisitions for the service of artisans. In time of necessity, carriage must, however, be furnished according to the same scale that it may be demanded from other tributary States.

Certain custom duties are levied in the city of Wudwan, as in other cities under native rule, on all goods that change hands or are stored within the walls, but goods merely passing through in transit from one place to another only pay "cheela" or transit duty.

The authorities of Wudwan having expressed a fear that in case of merchants establishing themselves in the station, and their having no right to custom duty on their trade, these collections in Wudwan might be very injuriously affected, it has consequently been agreed—

1. That the Wudwan Durbar is to take no *Dan Zucaat* or any description of custom duty on grain, merchandise, cattle, forage, or fuel passing into the station for the use of the inhabitants.

2. On all such articles leaving the station, the Durbar may collect a custom duty according to the separate statement annexed.

3. In case the Durbar should hereafter lessen their customs duty in Wudwan, a proportional decrease is to take place in the rates levied on the departure of goods from the station, but no increase is to be made to the rates levied on station goods without the consent of the Political Agent or other chief civil authority in Kattywar.

4. The Durbar are not to possess the right of levying this duty in the station limits, but it is understood that they will be allowed to do so as long as their officers do not give trouble or cause inconvenience to the controlling authority. In the latter case the duty must be collected outside the station limits.

5. As a portion of the land taken for the station belongs to the town of Doodrej, the Durbar is to pay seven per cent. of its collections under this agreement to the proprietors of that place.

The right of the Durbar to take transit duty on goods passing into or leaving the station to the extent sanctioned by the customs of the country, is allowed. This duty must, however, cease if it should be generally relinquished in the province.

In case that government should at any time abandon the station, the land must be returned to the Wudwan State, not to any other talooka, and the payment of Rupees 2,250 (two thousand two hundred and fifty) yearly to be made on the part of the British Government must cease, but, under such circumstances, no claim is to be made on the Durbar for the value of the buildings constructed upon the land.

At the special request of the Thakoor, it is agreed that no persons are to be allowed to fish in the Bhogowa river opposite the city of Wudwan, or for one mile east or west from its walls.

(Sd.) R. H. KEATINGE,

Political Agent.

*Statement showing the amount of Import and Export Duties fixed to be levied
in the Wudwan Talooka.*

No.	Names of Articles.	Per	Amount now fixed on account of import and export duties in small maunds.	Amount to be levied in maunds of 1,000 tolas	REMARKS.
1	Grain	} Kulsee . .	1 8 0	1 14 0	
	Tull or oil seed				
2	Toor, Daul and Rice	} Maund . .	0 2 0	0 2 6	
	Sugarcandy, Sugar, soft, Betelnuts, Tobacco, Jaggery, dry Dates, wet Dates, Dhuna, Cum- min, Chillies, Iron, Moura, &c.				
3	Cotton Seeds	Six maunds .	0 2 0	0 2 6	
4	Ghee	} Maund . .	0 3 0	0 3 9	
	Cussoomba, Soorungee, Wax, &c.				
5	Oil	} Ditto . .	0 2 6	0 3 0	
	Khankun, Alum, Putung, and Pudwas				
6	Cocoanuts	Hundred .	0 3 0	0 3 0	
7	Copper, Brass, Jussut, or Pewter, Tin, Kansa, Lead, and Vessels made of	} Maund . .	0 4 0	0 5 0	
	Cotton				
8	Cardamums, Cloves, Zavuntree, Nutmegs, Cin- namon, &c., Asafotida and Kessur	} Ditto . .	1 8 0	1 14 0	
	Silk				
9	Ivory	Ditto . .	0 12 0	0 15 0	
10	Cotton Pods, with cotton in	20 maunds .	1 3 0	1 4 0	
11	Carts conveying materials for houses, Dhollios or cots, &c.	Each cart .	0 8 0	0 8 0	
12	Carts conveying mangoes	Ditto . .	1 4 0	1 4 0	and ¼ maund of man- goes.
13	Plantains and sugar-canes	Ditto . .	0 4 0	0 4 0	and 50 plantains and 15 sugar-canes.
14	Cotton thread	Maund . .	0 6 0	0 7 6	
15	Silk cloth	Piece . .	0 2 0	0 2 0	
16	Country Cotton Cloth, coloured and uncoloured, and also Hides	Ditto . .	0 0 3	0 0 3	
17	Europe Cloth, Mudapolums, &c.	Ditto . .	0 0 9	0 0 9	
	The maund is to be counted at 40 seers of 40 tolas each for all goods . . . . .	.....	.....	.....	
	A kulsee is to be counted thirty maunds. .	.....	.....	.....	

RAJKOT,
7th January 1864. }

(Sd.) R. H. KEATINGE,
Political Agent.

No. XCVIII.

ENGAGEMENT passed by MAJOR R. H. KEATINGE, V.C., POLITICAL AGENT in KATTYWAR, to KURSUNSUNG, GOVINDSUNG, and UMERESUNG, BHOOMIAS of the VILLAGE of DOODREJ in JHALAWAR—1864.

The officers of government requiring a small piece of land, measuring about twenty-five acres, on the borders of your village, for the purpose of establishing a station, it is agreed that you are to receive as compensation for it a remission of your tribute to the amount of Rupees (250) two hundred and fifty yearly.

The whole of the plot of land is to be at the absolute disposal of the British officers, no person having any proprietary right or right of cultivation within its bounds.

No privilege of grazing cattle, or in any way making use of any land under Doodrej, beyond the plot now treated of, is to be claimed by the British authorities under this engagement.

A site of not less than twenty-five yards square is to be given to the proprietors of Doodrej in a favourable position, free from all rent or other charges, to admit of the construction of a house and offices.

The Bhoomias of Doodrej are, whilst they conduct themselves with propriety, to enjoy the same privileges in all matters connected with the administration of justice that is accorded to other persons of the same rank and position.

The authorities in the new station are not to possess any right of forced labour, or any privilege of making requisitions for the service of artisans. In time of necessity carriage must, however, be furnished according to the same scale that it may be demanded from other tributary States.

The proprietors of Doodrej are not to possess any right of levying Dan Zucaat or any other custom duty on food, merchandise, cattle, forage, or fuel entering or leaving the station, but they may claim to receive from the Wudwan State seven per cent. of the collections which may be made by that Durbar, under the terms of an agreement concluded with them under this date.

The right of the Bhoomias to take transit duty on goods passing into or leaving the station to the extent sanctioned by the customs of the country, is allowed. This duty must, however, cease if it should be generally relinquished in the province.

In case that government should at any time abandon the station, this land must be returned to the Bhoomias of Doodrej, not to any other persons; and the payment of Rupees (250) two hundred and fifty yearly to be made on the part of the British Government must cease; but, under such circumstances, no claim is to be made on the Bhoomias of Doodrej for the value of the buildings constructed upon the land.

RAJKOT,
7th January 1864. }

(Sd.) R. H. KEATINGE,
Political Agent.

No. XCIX.

ARTICLES of AGREEMENT with SEEDÉE HILLOL, on the part of himself and the INHABITANTS of JAFFERABAD, dated the 3rd January 1761.

Seedee Hillol professes himself a servant of Seedée Yacood Khan, of Jinjeerah, and faithfully promises obedience to all lawful orders of the said Yacood Khan and his successors.

Seedee Hillol having received many favours from the Honourable English Company, and being promoted to the Foujdary of Jafferabad by their interest and intercession with his master, Seedee Yacood Khan, to testify his gratitude to them, and to promote the welfare of the inhabitants of Jafferabad, has entered into the following Articles as the foundation of a firm and lasting peace, *viz.* :—

ARTICLE 1.

That a strict friendship is now entered into between the English in all parts of India and the inhabitants of Jafferabad, *alias* Musafarabad.

ARTICLE 2.

That no boats or vessels, with English passes and colours, shall be molested on the high seas, or elsewhere, by those of Jafferabad; and all Jafferabad trading boats, with Seedee Hillol's pass and colours, be treated as friends by the English.

ARTICLE 3.

All boats and vessels of both parties, being in distress, and going into the ports of one another, shall have all possible assistance afforded them, and liberty given to go away when they please, as is customary between friends.

ARTICLE 4.

That the merchants of Bombay and Jafferabad have free liberty of trade to those and all other parts under their respective jurisdictions on paying such duties as are established now or may hereafter be settled.

ARTICLE 5.

That the Honourable Company's cruisers shall not be subject to anchorage, or any other fees of that nature, paid by merchants' boats.

ARTICLE 6.

The inhabitants of the adjoining country of Jafferabad often making use of the name of Jafferabad merchants, to get the Honourable Company's pass

and afterwards employ their boats in pirating, it is agreed that Seedee Hillol shall give letters to merchants only, and those such as he is well assured are fit to be trusted; and that none but such as produce his letters shall have the Honourable Company's pass granted them.

ARTICLE 7.

Seedee Hillol promises not to give his pass to any of the Jafferabad cruising boats, not to those of Sultaupore, or any pirates whatever.

ARTICLE 8.

In case any Jafferabad boats are taken or detected in molesting, seizing, or plundering any vessel, with English pass and colours, the Honourable Company may treat such boats and their crews in what manner they please.

ARTICLE 9.

That Seedee Hillol will use his best endeavours to supply Bombay with live cattle, whenever occasion may require, they being paid for on delivery.

ARTICLE 10.

As Seedee Hillol is desirous of increasing the trade of Jafferabad, he has requested that the merchants of that place who shall procure his pass may be permitted to trade to Surat with freedom, and enjoy the privileges granted them many years since: it is agreed that the Honourable the President and Council shall recommend to the Chief and factors at Surat to procure from the government a full and free permission for their trading thither, and enjoying all their ancient privileges, taking care that they meet with no oppressions whatever.

ARTICLE 11.

Seedee Hillol faithfully promises to use his endeavours to bring the Sultanpore Koolies to Articles of Agreement not to molest the ports of Broach Jambooser, Cambay, Gogo, &c.; and in case the Koolies will not be prevailed upon in this point, Seedee Hillol engages to join with us in an expedition against them; he with his land forces, and we with our fleet.

ARTICLE 12.

The city of Surat and the town of Bhownuggur being under the protection of Surat Castle, now in possession of the Honourable Company, by virtue of the King's royal Firman, the merchants and inhabitants of both places are comprehended in this Treaty; therefore, should they be treated with violence in their trade or persons by the Jafferabad boats or forces, the Honourable Company will resent it.

ARTICLE 13.

In case any vessels or boats shall be wrecked on the coast of Jafferabad, or anywhere within its jurisdiction, belonging to the English, Seedee Hillol faithfully promises that all assistance shall be given suitable to the occasion; and should their vessels, their cargoes, sails, stores, &c., afterwards be saved, every article shall be restored to the owners, without his detaining or keeping the least part thereof, under any pretence whatever; and the Honourable Company engage to do the same by any trading vessels or boats belonging to Jafferabad, which may have Seedee Hillol's pass and colours, and meet with the like misfortune in any port or place of their jurisdiction.

In confirmation of the foregoing Articles, the seals of the Honourable Company and Seedee Hillol are affixed to two papers, of the same tenor and date, one to remain with the Honourable the President and Council of Bombay, and the other with Seedee Hillol.

Bombay, the 3rd January 1761, or the 25th of Jamudilavml 1174.

No. C.

AGREEMENT entered into by the THAKOOR of MALLIA—1863.

I, Jadeja Suttaji, talookdar of Mallia, do hereby enter into agreement with Major Keatinge, Political Agent of Kattywar, that during the interviews of the 18th and 20th December you informed me that you were dissatisfied with the working of the Mallia thana, and that you intended to make an effective arrangement for its better working. Whereupon I requested you that I should once more be entrusted with the affairs of the Meeras and the management of the thana; and I now bind myself that should my request be granted I will adopt the following arrangement and act accordingly:—

1. I will keep the Meenas under control and will also put a stop, as far as possible, to their habits of thieving, house-breaking, &c. Should they, however, commit mischief to any person or talooka, I will amicably satisfy the injured parties in accordance with the practice in force for the time being sanctioned by the Political Agent.

2. I will cause a thana-building to be erected at Mallia on the plan prescribed by the Political Agent for similar buildings in other parts of Kattywar. The same shall be substantially built at once, and for this purpose I will place Rupees 5,000 in deposit with the Agent's treasury or with any Banker named by him; and on commencement of the work the sums that may be required from time to time should be paid to me by Government. The building will be constructed on the said plan and the account of the cost thereof will be shown if required. Any sum that may remain unexpended on completion of the building should be refunded to me.

3. I will employ and permanently keep up the following establishment for the thana, and their salaries shall always be paid to them as detailed below. I will employ educated and respectable persons as thandar and his karkoon :—

	<i>Rs.</i>	<i>a.</i>	<i>p.</i>
Pay of Thandar	60	0	0
„ of Mehta	30	0	0
„ of Duffedar	15	0	0
„ of 12 Seebundee palas (footmen), at Rupees 7 each	84	0	0
Contingencies	11	0	0
	Rupees	200	0 0

Besides the above I will station 15 chosen sowars in Mallia. The account of the disbursement of the salaries of the thana establishment will be shown to an officer of the Agency whenever he may ask for it, and I shall see that the men of the thana are always present on duty.

4. I agree that either myself or Koovur Modji will always be present in Mallia, and whichever of us will stay there will conduct business with the Agency. If I station Koovur Modji there for the carrying out of this arrangement, he will be invested with full powers in connection with the affairs of the Meenas, so that he may not have to wait for any instructions from me; and after it is once settled which of us is to stay there he shall not be removed without the consent of an officer of the Agency.

5. The affairs in connection with the tribe of the Meenas are at present in the jurisdiction of the Agency. It being now proposed to entrust the same to my house, I agree that I will administer the same in accordance with the terms aforesaid. In case of my failure I agree that the Political Agency has a right to resume the said authority, and further that the criminal jurisdiction over all our villages inhabited by Meenas shall also be vested as a matter of right in the Agency.

6. For the above reasons the Political Agent has personally advised me that it would be detrimental to my interest if I were to allow the Meenas to spread over the new villages beyond those into* which they are now living.

* *Sic in orig.*

Dated 21st December 1863.

Signed by JAREJA SUTTAJEE.

What is written above is true. Date as above.

Signature acknowledged before me this day at Mallia.

MALLIA,
The 21st December 1863. }

R. H. KEATINGE,
Political Agent.

(True translation.)

(Sd.) KRISHNAJEE LUXMUN,
Actg. Asst. Polt. Agent.

IV.—PALANPUR AGENCY.

Selections from Records of the Bombay Government, No. XXV., New Series, and Reports by the Bombay Government.

THERE are eleven* States under the control of the Political Superintendent of Palanpur, of which four—Palanpur, Radhanpur, Warai, and Terwara—are Muhammadan, and the rest Hindu, five of them being Rajput. The total area of the nine smaller States, exclusive of Palanpur and Radhanpur, is 3,475 square miles, the population 243,947 (1891), and the gross revenues Rupees 3,21,500 per annum. Palanpur and Kankrej are tributary to the Gaekwar, and pay him, the former Babashahi Rupees 50,000, equal to Government Rupees 45,512-8, and the latter Babashahi Rupees 6,006-10, equal to Government Rupees 5,592-15-4. No tribute is paid by any of the other States.

* Palanpur.	1	Terwara.
Radhanpur.		Suigam.
Tharad and		Deodar.
Morwara.		Santalpur.
Wao.		Kankrej.
Warai.		
	Bhabhar.	

In Radhanpur the Superintendent exercises merely a general supervision, and limits his direct interference for the most part to disputes with other States. For the purposes of civil and criminal jurisdiction the nine smaller States have lately been grouped under six Thanadars, five of whom exercise the powers of Magistrates of the 2nd class, and one those of a Magistrate of the 3rd class; a limited jurisdiction has also been conferred on such of the Chiefs as are fit to exercise it. The Assistants to the Political Superintendent dispose of cases beyond the powers of these tribunals, and appeals lie to the Political Superintendent. The European Assistant has been empowered to hear appeals from the decision of Thanadars in civil suits, a second appeal in such cases lying to the Political Superintendent. The Chiefs of Palanpur and Radhanpur have first-class jurisdiction,—that is to say, have power to try for capital offences any persons except British subjects.

Interjurisdictional cases between Palanpur and the States of Rajputana are decided by the Marwar court of Vakils, to which a delegate is sent by Palanpur.

Till 1885 police duties in this Agency were discharged by the Gaekwar's Contingent; but in that year the force was disbanded and replaced by a local police corps called the Palanpur Imperial Police. All the States under this Superintendency have abolished transit dues since 1887.

1.—PALANPUR.

The Palanpur family is Afghan, of the Lohani tribe. The head of the family obtained the title of Diwan from the Emperor Akbar in 1597, and the provinces of Jalor, Sachor, Palanpur and Disa in 1682 from Aurangzeb. But in 1698 the Maharaja of Jodhpur deprived the ruling Diwan of all his territories except Palanpur and Disa.

The connection of the British Government with this State commenced in 1809, in which year an Engagement (No. CI) was mediated, similar to those concluded with the Chiefs of Kathiawar, for the payment of tribute to the Gaekwar. In 1812 Diwan Firoz Khan had been murdered by a faction of Sindi Jamadars. They seized his son Fateh Khan, and placed in power his uncle Shamsher Khan, Chief of Disa, who had been superseded in the succession by Firoz Khan in 1794. By the aid of the British Government and the Gaekwar, however, Fateh Khan, the rightful heir, was established as Diwan under the guardianship and management of Shamsher Khan during his minority. To prevent the distractions which for some years had rent the State, it was determined to unite the interests of the uncle and nephew. Through the mediation of the British Government (No. CII) in 1813, Shamsher Khan, who had no sons, recognised Fateh Khan as heir to all his property, and both parties agreed that the administration should be carried on by the uncle in his nephew's name, and that no foreign mercenaries should be entertained.

From the first the administration of Shamsher Khan was bad. He alienated the State revenues, fell into arrears in the payment of his tribute to the Gaekwar, and incurred heavy debts; and in 1816 the young Chief claimed the interference of the British Government. Shamsher Khan resisted the attempt made to deprive him of authority in the administration, but after a feeble defence Palanpur was taken and Shamsher Khan fled. A new Engagement (No. CIII) was then concluded with Fateh Khan on the 28th November 1817. By this agreement the Diwan engaged to receive an Agent from the Gaekwar in the confidence of the British Government, whose suggestions he was to follow in all matters relating to the government; to subsidise 250 horse (eventually reduced to 150) and 100 infantry, known as the Palanpur Levy; to pay punctually his tribute to the Gaekwar; and to give no protection to offenders against the British Government or the Gaekwar. In 1848 the appointment of Agent from the Gaekwar was abolished. From the date

of this agreement until 1874 the control of the British Government over the finances of Palanpur was very minute. In 1874 this supervision was withdrawn and a liquidation of the debts of the Diwan having been arranged, he was entrusted with the management of the revenue.

In 1822 the State entered into an Engagement (No. CIV) to prohibit the transport of opium through his territories, and in 1879 the Diwan signed an Agreement (No. CV) under which he undertook to prohibit the illicit importation of opium into Palanpur, and its retail sale there at a less price than that at which it was retailed in British territory.

On the completion of the Western Rajputana State Railway, running through a portion of Palanpur territory, the Diwan formally ceded (No. CVI) civil and criminal jurisdiction on the line to the British Government.

In 1891 His Highness agreed (No. CVII) to cede to Government, with full jurisdiction, the land required for a railway from Palanpur to Disa.

Fateh Khan died in 1854 and was succeeded by his son Zorawar Khan. This Chief rendered good service to the British Government in the mutinies of 1857. He received an assurance (No. CVIII) that the British Government would uphold any succession to his State which might be legitimate according to Muhammadan law. On his death in August 1877 he was succeeded by his son Sher Muhammad Khanji, the present Diwan, who is now 40 years of age.

A yearly payment of Rupees 500 is made by the Chief of Danta to Palanpur. This is granted in lieu of an Engagement of 1819 (No. CIX) cancelled by the British Government in 1848, by which the Diwan of Palanpur agreed to assist the Chief of Danta in suppressing the Kolis and Bhils on condition of receiving seven annas in every rupee of revenue.

In 1890 Diwan Sher Muhammad Khanji executed an Agreement (No. CX) which released him from the obligation of keeping up the Palanpur Levy, upon his undertaking to maintain an efficient police force and an establishment of magistrates, and to reform the system of import and export duties in his State. The Diwan at the same time engaged to pay the sum of Rs. 9,000 towards the cost of the Political Superintendency in lieu of sums aggregating Rs. 7,004 hitherto paid by him on this account.

The area of Palanpur is 3,177 square miles, the population 274,864 (1891), and the State revenues about Rupees 6,00,000 a year. Palanpur pays

no tribute to the British Government. The Diwan maintains (1891) 444 irregular horse and 797 infantry and police, and could on emergency collect 500 horse and 8,000 foot indifferently armed. He has also 16 serviceable guns and 5 artillerymen. He receives a salute of eleven guns.

2.—RADHANPUR.

Bahadur Khan, the founder of the ruling family in Radhanpur, came from Ispahan about 200 years ago. His descendants became Faujdars and farmers of revenue under the Mughal Subadars of Gujarat, and in 1723 Jawan Mard Khan Babi, the head of the family at that time, received a grant of Radhanpur and other districts. In 1739 the ruling Chief received the title of Nawab and the Subadari of Gujarat from the Emperor of Delhi, Muhammad Shah. He was besieged in Ahmadabad by Raghunath Rao, and surrendered in 1756 under an agreement by which he was to hold his districts as a jagir from the Peshwa, and to furnish 300 horse and 500 foot when required. A great portion of the family possessions was wrested from his sons Ghazi-ud-din Khan and Nizam-ud-din Khan, by Damaji Rao Gaekwar, but a sanad was granted to them for Radhanpur and the other districts left in their possession.

On the death of Nizam-ud-din, the elder brother, Ghazi-ud-din, retained undivided authority in the State. On his death in 1813 the State was divided between his sons Sher Khan and Kamal-ud-din Khan, the former retaining Radhanpur, and the latter the districts of Sami and Munjpur. Kamal-ud-din died in 1824, and his possessions were re-united with those of his brother. With Sher Khan the first connection of the British Government was formed in 1813. In that year an Engagement (No. CXI) was concluded through the mediation of the Resident at Baroda, by which the Gaekwar was empowered to control the relations of Radhanpur with other States, but was prohibited from interfering in its internal affairs. Till then Radhanpur had been virtually independent of the Gaekwar, and the object of reducing the State to a position of dependence was to prevent the Nawab from making alliances with other States which might endanger the peace of Gujarat.

During the five succeeding years plundering tribes from Sind committed serious depredations in Radhanpur, which induced the Nawab to apply to the British Government for aid in expelling them. In consideration of the assistance rendered him, the Nawab engaged (No. CXII) in 1820 to exert himself to the utmost of his ability to suppress marauders and to pay in propor-

tion to his means such an amount yearly as the British Government might direct. In 1822 the amount of tribute was fixed at Rupees 17,000 for five years, after which it was to be left to Government to increase the amount or not. After three years, however, the tribute was remitted in full, as the State was believed to be unable to bear the expense. In 1822 the Nawab signed an Engagement (No. CIV) prohibiting the transport of opium through his State, and in 1879 he agreed (No. CV) to prevent its illicit importation into Radhanpur and its sale there at a price lower than the retail price in British territory.

An annual payment of Rupees 11,048 is made to the Nawab by the British Government as compensation for the loss of his share in the Anwarpur salt-pans which he surrendered to the East India Company under Agreement (No. CXIII).

Sher Khan died in 1825, and was succeeded by his son, Zorawar Khan, who received a Sanad (No. CVIII) guaranteeing that on the failure of natural heirs Government would uphold any succession to his State that might be in accordance with Muhammadan law.

Zorawar Khan died in October 1874 after a rule of 49 years, and was succeeded by his son Bismilla Khan, the present Nawab, who is 50 years of age.

The State pays no tribute either to the British Government or to the Gaekwar, but it makes certain payments, which were originally of the nature of black-mail, to the neighbouring Koli tribes.

The area of Radhanpur is 1,150 square miles, the population 98,017 (1891), and the revenue Rupees 5,00,000. The State maintains (1891) 100 horse and 131 foot, but can command 500 horse and about 5,000 footmen. It has also 2 field guns. The Nawab receives a salute of eleven guns.

3.—PETTY STATES.

In 1820, when the Khosas and other marauders were expelled from Radhanpur, they were at the same time driven from the other petty States which they infested, and an Engagement (No. CXIV) was concluded with these States, by which they became tributary to the British Government. In 1821 Government resolved to exact no tribute till the revenues of these States had increased one-half, after which one-third of the increase was to be taken. But in 1826, in consideration of the poverty of the petty Chiefs, tribute was remitted altogether, and new Engagements (No. CXV) were concluded, binding the Chiefs to submission to the British Government, but not to payment of

tribute. The Chiefs are also bound (Nos. CIV, CV, and CXVI) by engagements regarding opium similar to those concluded with Palanpur and Radhanpur. In 1848 the Rana of Wao and some of his relations undertook, in consideration of an annual payment of Rs. 361, to prevent the import, export, transit and sale within their taluka of salt from the Rann (No. CXVII).

In 1827 the Jareja Chiefs and brotherhood of Chorwar (Santalpur) and Chadchat signed an Engagement (No. CXVIII) to put down infanticide. The engagement was renewed (No. CXIX) in 1853, and was also signed by the Jarejas of Tharad and Warai.

The following is a list of the petty States under the Palanpur Agency :—

Name of State.	Name of Chief.	Age.	Area in square miles.	Revenue.	Population. (1881.)	MILITARY FORCE. (1891.)		
						Guns.	Cavalry.	Infantry and Police.
Tharad and Morwara.	Waghela Abhe Singh .	33	940	Rs. 93,000	65,494	...	50	31
Wao .	Chandan Singh Umed Singh.	38	380	57,000	27,735	...	30	20
Suigam .	Nar Singh Bhupat Singh and others.	36	220	10,000	11,521	...	...	...
Deodar .	Waghela Dewaji Chandaji and others.	55	440	25,000	24,061	...	...	...
Terwara .	Baluch Nathu Khan and Waghela Sardar Singh and others.	62	125	12,000	8,846	...	...	...
Bhabhar .	Koli Thakurda Sagramji and others.	69	80	2,500	7,222	...	...	...
Santalpur and Chadchat.	Gagubha Lakhaji . .	15	440	21,000	20,466	...	...	...
Warai .	Devi Singh Nathaji .	55						
	Zorawar Khan Umar Khan and Gajukhan Rawaji . .	11	330	67,000	21,376	...	...	...
	Owned by petty holders .	23						
Kankrej .		...	520	34,000	45,164	...	...	...

From Kankrej, which originally was under the Mahi Kantha Agency, and is bound by the same engagements* as the Chiefs in Mahi Kantha, a tribute of Rupees 5,592-15-4 is paid to the Gaekwar. In 1892 it was decided that the estate of Tharad and Sardar Singh's share in the estate of Deodar should be held liable to the operation of the rules regulating the payment of nazarana.

No. CI.

TRANSLATION of an AGREEMENT—1809.

TO SREEMUNT SHREE SENA KHAS KHEYL SHUMSHEE BAHADOOR writes:—

Further, it has been agreed to pay to the Sircar the jumma bundee of talooka Pahlunpore for ten (10) years from the harvest season of the year Sumvut 1866 (A.D. 1809-10). The total amount on account of the above jumma bundee, together with khurajat,* has been fixed at Rs. 50,001 (fifty thousand and one) per annum, and instalments have been fixed for the payment of the sum. I shall accordingly go to Baroda and pay the instalments from year to year. If I go to Baroda and make payment on due date and pay the instalments, it is well and good: if payment is made a few days after it has become due, I shall pay interest at the rate of one per cent. per mensem. Details are as follows:—

Rs. 50,001.

In this way a sum of Rupees fifty thousand and one of the Siccac currency is to be paid in cash by instalments as follows:—

Rupees 25,001 (twenty-five thousand and one) to be paid on the 2nd of Magh Soodh,	Rupees (25,000 twenty-five thousand) to be paid on the 2nd of Chytur Soodh.
---	---

Total Rs. 50,001.

In this way payment shall be made according to instalments from year to year. The payment shall be made continuously for ten years. If an instalment remains unpaid after its due date, interest shall be paid as written above. Besides this, the mohsulee expenses of the mohsul who may come from the Sircar shall be paid, and the kasudee expenses of the kossid (or messenger) shall also be paid to him. This writing is true.

Dated 13th of Kartick Soodh, Sumvut 1866 (19th November 1809).

The signature of DEWAN FEEROZ KHAN
in the handwriting of JETHA.

* The total deduction in kind taken from the produce of a field before the Government share is calculated.

No. CII.

TRANSLATION of an AGREEMENT entered into and given to the GOVERNMENT in the under-written ARTICLES by SHUMSHER KHAN, on its being resolved that FUTTEH KHAN shall be united to him, and of one COUNSEL with him, from his willingly adopting FUTTEH KHAN as his SON—1813.

ARTICLE 1.

Considering Dewan Futteh Khan, the son of Dewan Feroz Khan, as my own son, I have adopted him, and constitute him heir to all my possessions, unless I have a son born to me, in which case the tuppah of Gola, consisting of twenty-two villages, shall be appropriated for his sustenance, and a residence allowed him in Pahlunpore. There shall be no deficiency in yielding protection and a fitting allowance to all my family, nor shall any molestation be given to them, nor any property they may possess touched during their lives.

ARTICLE 2.

At this time the Sircar's army has come to Pahlunpore, destroyed the influence of the Sindees, and made a permanent arrangement, by which, according to the pleasure of the Sircar, Futteh Khan has been placed on the gудdee, and with my perfect consent he has been proclaimed as my son and the Dewan of Pahlunpore.

ARTICLE 3.

In all affairs of government I shall be uncontrolled, but decisions on matter of consequence which relate to the pergunnahs and durbar shall bear the seal of Futteh Khan, son of Shumsher Khan, and my signature. Futteh Khan shall be the keeper of his own seal, but its impression shall be defective without the addition of my signature, and my sign and seal alone shall be sufficient for all papers of little consequence, such as chits on villages, etc.

ARTICLE 4.

Dungur Mehta, etc., shall act as karbarees under me in the same manner as when they originally held the same employ, and they shall in no instance keep anything from my knowledge. They shall all obey all my orders regarding the bettering the condition of the durbar and on other subjects relating to the country. They shall manage the affairs of the durbar by one pure line of conduct, and they shall give zamin to this effect. For my own conduct I shall afford satisfactory security.

ARTICLE 5.

I agree not to entertain a sebandy of Sindees or other foreigners in Pahlunpore, Deesa, or Dhurmera, without the knowledge of the Sircar, nor shall I unite with any offenders against the government, whether Sindees or Cusbuttees, or allow them to remain in these cities.

ARTICLE 6.

I give my consent to the establishment of 200 men as sebandy according to the pleasure of and selected by the Sircar; they shall be entrusted with the guard of the gates, and shall be paid at the rates the Sircar may require. I shall take their musters.

ARTICLE 7.

As my old karbaree who managed for me in Deesa is with me, and as employing him here might occasion quarrels with the established karbarees, it shall be my duty to provide for him elsewhere. His house being in Pahlunpore, his family shall either inhabit it without molestation from the durbar, or he shall remove his family and be permitted to let out the house to hire.

ARTICLE 8.

For the private expenses of Futteh Khan and his family enumerated in a separate paper, I shall be responsible if any deviation takes place.

ARTICLE 9.

The relations of Futteh Khan who are at present with him shall receive according to custom what was formerly allowed them for their maintenance, and they shall not interfere with me in my duties. In like manner my relations shall receive the support they formerly obtained without any increase; because they are my relations, they also shall not meddle in my duties.

ARTICLE 10.

The dufters showing the income and expenditure shall be kept under my inspection, but open to the writers of them, and any loan which it may be necessary to raise shall be with the knowledge and consent of Futteh Khan.

ARTICLE 11.

The jumabundee of the Sircar, according to the decennial arrangement, shall be, as formerly, in hoondees on Baroda, and there shall be no deviation in this respect.

ARTICLE 12.

I agree, in conjunction with my karbaree Dungur Mehta, to provide for the expenses of the army which is now at Pahlunpore according to the pleasure of the Sircar.

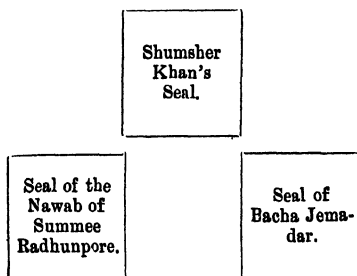
ARTICLE 13.

Futteh Khan and myself shall have one opinion on all matters, and shall live with cordiality of near relations.

There shall be no deviation on my part in the above thirteen Articles given to the Sircar, and it ought not to be considered that there is any difference between Futteh Khan and myself. In future I shall never commit any act of sedition or behave ill; and for the satisfaction of Government I shall give as my fa'el zamin securities the Nawab of the Summee and Radhunpore, and Sibe Khan Pabee Bahadoor and Jemadar Bacha, the son of Dhingam, and my arr zamin, Goculporee, a Mohunt of Rajpore, so that if I in any respect deviate from the Articles above written, they shall be responsible.

Dated Sumbut 1870, Pous Sood 1st, corresponding with the 23rd of December 1813.

SHUMSHER KHAN's signature.



Signature of GOCULPOOREE.

TRANSLATION of an AGREEMENT entered into and given to the GOVERNMENT in the under-mentioned ARTICLES, willingly executed by FUTTEH KHAN, DEWAN, on its being resolved that he shall be united to, and of one counsel with, his father SHUMSHER KHAN—1813.

ARTICLE 1.

Shumsher Khan having with his own free will united our families and adopted me as his son, has given a document to that effect, according to which I am constituted heir to all his possessions, unless he has a son born to him, in which case the tuppah of Gola, consisting of twenty-two villages, shall be appropriated for his sustenance, and a residence allowed him in Pahlunpore. There shall be no deficiency in yielding protection and a fitting allowance to all Shumsher Khan's family, nor shall any of their property be taken away during their lives, but they shall be cherished with a consideration equal to my own mother and immediate relations.

ARTICLE 2.

At this time the Sircar's army has come to Pahlunpore, destroyed the influence of the Sindees, and made a permanent arrangement, by which I have been placed on the guddee; and through the kindness of the Sircar, and as I have been adopted Shumsher Khan's son, I have been proclaimed as such and Dewan of Pahlunpore with my full consent; and according to the pleasure and advice of the Sircar I engage to respect and be of one counsel with my parent.

ARTICLE 3.

In all affairs of government Shumsher Khan shall be uncontrolled, but decision on matters of consequence which relate to the durbar shall bear my seal, which remains in my possession, and the signature of my parent Shumsher Khan, without which I shall not attach my seal. Shumsher Khan's sign and seal only on papers of small import, and such as chits on villages, etc., shall be valid.

ARTICLE 4.

Dungur Mehta, etc., shall act as karbarees under my parent Shumsher Khan in the same manner as when they originally held the same employ, and shall in no instance keep anything from his knowledge. They shall obey all his orders respecting the improvement of the condition of the durbar and on other subjects relating to the country. They shall manage the affairs of the durbar by one upright line of conduct, and they shall give zamin to this effect. For my own conduct I shall afford satisfactory security.

ARTICLE 5.

I agree not to entertain a sebandy of Sindees or other foreigners in Pahlunpore, Deesa, or Dhurmera without the knowledge of the Sircar, nor shall I unite with any offenders against the government, whether Sindees or Cusbuttees, nor allow them to remain in these cities.

ARTICLE 6.

I give my consent to the establishment of 200 men, or sebandies, according to the pleasure of the Sircar; they shall be entrusted with the guard of the gates, and shall be paid at the rates the Sircar may require. My parent Shumsher Khan shall take the musters.

ARTICLE 7.

As my parent's old karbaree is with him, and as the employing him here might occasion quarrels with the established karbarees, he shall be stationed in some other place. His house being in Pahlunpore, his family shall either inhabit it without molestation from the durbar, or he shall remove his family and be permitted to let out his house to hire.

ARTICLE 8.

I am contented with the sum allowed for my private expenses and that of my family enumerated in a separate paper given in.

ARTICLE 9.

My relatives shall enjoy what was formerly allowed them, and they shall not interfere in the arrangements of my country.

ARTICLE 10.

The dufters showing the income and expenditure shall be kept under inspection of my parent, but open to the writers of them, and any loan which it may be necessary to obtain shall be raised by my parent with my knowledge.

ARTICLE 11.

The jumabundee of the Sircar, according to the decennial arrangements shall be paid, as formerly, in hoondees on Baroda, and there shall be no deviation in this respect.

ARTICLE 12.

Shumsher Khan and my karbaree Dungur Mehta shall provide for the expenses of the army now at Pahlunpore according to the pleasure of the Sircar.

ARTICLE 13.

Shumsher Khan, my parent, and myself shall be of one counsel on all matters, and live with the cordiality of near relations.

There shall be no deviation on my part in the above thirteen Articles; I shall not act contrary to them in a seditious manner. For the satisfaction of government, I give as my fa'el zamin Meer Kamal-ood-Deen Hussien Khan Bahadoor and Yara Jemadar, and for my arr zamin Goculporee, a Mohunt of Rajpore, so that if I in any respect deviate from the Articles above written, they shall be responsible.

Dated Sawunt 1870, Pous Soodh 1st, corresponding with the 23rd December 1813.

Signature of FUTTEH KHAN.

Seal of
Futteh Khan.

Seal of Meer
Kamal-ood-
Deen Hussien
Khan.

Seal of
Yara Jema-
dar.

Signature of GOCULPOOREE.

SHUMSHER KHAN's signature.

I, Shumsher Khan, Dewan, son of Osman Khan, hereby adopt to be my son with perfect good will and pleasure Futteh Khan, Dewan, son of Dewan Feroz Khan. I therefore constitute him to be heir to all my possessions, unless it may please Heaven to grant me a son, in which case the pergunnah of Gola, consisting of twenty-two villages, shall be assigned for his sustenance, and permission granted him to spend his life in Pahlunpore. All my relations shall be free from molestation, and no property they may possess shall be taken from them during their lives, and they shall be treated with respect and consideration.

Dated Sumbut 1870, Pous Soodh 1st, corresponding with the 23rd December 1813.

These engagements were approved and confirmed by the Governor-General in Council on 18th February 1814.

No. CIII.

TRANSLATION of AGREEMENT entered into by FUTTEH KHAN, DEWAN of PAHLUNPORE and DEESA, of his own free will, for the better Government and Security of the above-mentioned PRINCIPALITIES, signed and delivered to CAPTAIN MILES, POLITICAL AGENT, on the part of the BRITISH GOVERNMENT, at PAHLUNPORE, on the 28th November 1817.

Preamble.—That to place the territory depending on Pahlunpore and Deesa in security from internal and external dissensions and violence, to obviate the trouble so often occasioned to the British and Guikwar Governments from the bad administration of the affairs of this petty State, and with a view to the improvement of the country, the following Articles of Agreement are entered and hereby confirmed :—

ARTICLE 1.

The British and Guikwar Governments having been pleased to seat me on the guddee of my father, and establish my authority over Pahlunpore and Deesa, it is my desire, to the end that this State, which is in a ruinous condition, may be better governed, its security and tranquillity ensured, and a

provision made for the discharge of arrears and debts in which from bad management it has been involved, to receive the aid and advice of a respectable man in quality of Agent on the part of the Guikwar Government.

He shall have full access to my revenue accounts, receipts, and expenditure, and I engage to follow his suggestions in all arrangements whatever relative to government. It is indispensable that this Agent be such as shall possess the confidence of the British Government; and as his situation demands he should be disinterested, his salary must be liberal.

ARTICLE 2.

I also agree to subsidise 250 horse with a Sirdar to command them; the pay of the horse to be 30 Rupees each per mensem, and the Sirdar shall receive Rs. 600 per mensem.

I require these troops to defend my country against enemies of every description, and to preserve it in peace and order. They are to be good horse, and always ready to act in a body against the refractory Shumsher Khan and his adherents, and in fact for all purposes. To secure the tranquillity of the country, they will not be employed without the concurrence of the Guikwar Agent, and are not to be sent on revenue details without the orders of government; when their service is not otherwise required, they are to be stationed near me for my personal protection.

ARTICLE 3.

The gate called Bahadoor Guz is to remain in charge of Sircar troops; 100 good infantry to be stationed there, and their rate of pay Rs. 10 monthly each, Jemadar included.

ARTICLE 4.

The horse and infantry, their Commander, and the Agent, to be paid monthly without deduction, and the banker who pays them shall have territory assigned to him for the discharge of their salaries.

ARTICLE 5.

The Sircar dues (Rs. 50,000) per annum shall henceforward be paid punctually every year at Baroda. The arrears, Rs. 75,000, shall be discharged in the course of the next year; but in consideration that the country has suffered much from want of rain, the exactions of Shumsher Khan and ravages of the Kooles, with the constant movement of troops through it lately, I hope government will be indulgent in their expectations and claims, at least for the present.

ARTICLE 6.

From the impoverished condition of the country and other claims in the Pahlunpore State, the sums due to the merchant of Shidpore cannot at present be discharged, but in the course of the next year some arrangement in concert with the Guikwar Agent shall be made for the gradual payment.

ARTICLE 7.

A misunderstanding having arisen between me and Shumsher Khan in consequence of his violation of the agreement made with Captain Carnac, Resident at Baroda, in 1870 or A.D. 1813, I retired to Shidpore and complained to the Sircar. The forces of the two Sircars in consequence marched to this quarter, and Pahlunpore was taken, and I have been reseated on the gудdee. I therefore consent to pay the expenses of the troops of both Sircars with the usual allowance for killed, wounded, loss of horses, etc., according to the orders of government.

ARTICLE 8.

Shumsher Khan is an offender and disobedient to the Sircar ; I engage, therefore, not to have any communication with him or his adherents ; but should Shumsher Khan submit himself, and the government be pleased to grant him any allowances, I will pay it agreeable to their commands.

ARTICLE 9.

I engage not to give protection to any offenders against either the British or Guikwar Government, nor to allow them to remain in any part of my territory.

The whole of these Articles, nine in number, are delivered in by me to government, and I engage to execute them punctually and without diminution or difference. I shall act in all matters in strict conformity and obedience to the orders of the Sircar, and I bind myself not to commit any insubordinate act, nor cause any disturbance. To this effect I give as my security to the Nawab of Summee and Radhunpore Sher Khan Babee and Mohunt of Rajpore, Goculpooree.

Dated Sumout 1874, Kartick Vud 4th, 18th Mohurram, Hegira 1233, corresponding with the 28th November 1817.

Seal of
Futteh
Khan.

No. CIV.

ENGAGEMENT entered into in September 1822 by FUTTEH KHAN, DEWAN of PAHLUNPORE and DEESA, for prohibiting the TRANSIT of OPIUM through his TERRITORY.

The orders of the Sircar being that no opium shall be allowed to pass through the country subject to their control, I, Futteh Khan, do hereby engage to the Sircar that no opium shall be allowed to pass the limits of my district.

A public notification has been already issued to my nakadars to that effect, but I now repeat my determination to use every exertion to put an entire stop to the transport of opium through any talooka; and because merchants and others may conceal opium among other commodities, all packages shall be strictly examined previous to their being permitted to pass, and should any opium be found in them, it shall be immediately confiscated. In this matter I will not fail.

I beg the favour that the Sircar may be pleased to direct the Mehta stationed at this place to give his aid in the detection and prevention of the transit of opium.

(Sd.) FUTTEH KHAN.

This engagement was signed by the Chiefs of Radhunpore, Wao, Socegum, Thurad, Morwara, Warye, Chorwar, Charchut, Terwara, Deodur, Bhabur, and Beiuup, and by the Chief of Danta now under the Mahee Kanta Agency.

No. CV.

OPIMUM AGREEMENT WITH PAHLANPUR—1879.

Whereas the British Government have prohibited the cultivation of the poppy and manufacture of opium in my State, and have made new arrangements for the retail sale of opium since the 1st October 1878 in Gujarat, and have agreed that they are prepared to permit me to import, free of duty, (Rs. 650 per chest) the amount of opium required by my State for *bonâ fide* home consumption, and have promised to grant me full compensation annually for any diminution of revenue caused by the loss as sources of income of transit duties on opium, and cesses on the manufacture and exportation of the drug, and whereas the full duty per chest will be paid by the local vendors and consumers and will form part of the revenues of my State; I hereby promise and agree that I will use every effort to completely put a stop to the illicit importation of opium, and that I will not allow opium legally obtained by me under the opium rules to be sold at a less price than that at which it is retailed in British territory, and it is understood by me that the British Government reserve the right of withdrawing this privilege and of charging the full opium duty in case of any proved wilful violation of these terms, but that such privilege will not be withdrawn on account of isolated cases of smuggling.

2. Further, I have to state that all stocks of opium and juice which remained undisposed of on the 1st October 1878 in my State, have been bought up by me and employed for the supply of my retail monopoly.

3. In accordance with the wishes of Government, I agree to furnish half-yearly, to the Political Superintendent, a statement showing the amount of opium imported and the amount sold during each half-year, the proceeds of the sales, and the balance of opium in hand in my State at the end of each half-year.

4. To the above stipulations I agree on the condition that, should any Native State in Gujarat be hereafter allowed to grow and manufacture opium in the same manner as the Baroda State has been, a similar privilege shall be granted to the Palhanpur State.

(Seal of the Divan of Palhanpur.)

Palhanpur, 22nd April 1879.

Similar engagements were signed by the Chiefs of Radhanpur, Tharad, and Wao.

No. CVI.

RAILWAY JURISDICTION AGREEMENT WITH THE DEWAN OF PALANPOOR—1879.

I, Dewan Sher Mohamed Khanje Saheb of Palanpoor, hereby cede to the Government of India all the civil and criminal jurisdiction possessed by me in the portion of my territory which has been assigned and made over by me for the purposes of the Western Rajputana State Railway, to be exercised by the Government of India for so long as the land may be required for the railway, and to be restored to me or my successors when the land is no longer needed for the above purpose.

All railway employes committing offences cognizable by my jurisdiction beyond the limits of the railway line, shall be apprehended and dealt with by the constituted authorities of my State.

Dated 10th day of October 1879, corresponding with 10th of first Assowadut 1296—and 22nd day of Sawal 1296 A. H.

(Seal of the Dewan of Palanpoor.)

No. CVII.

No. 195, dated Palanpur Palace, the 9th October 1891 (demi-official).

From—DIWAN SHER MUHAMMAD KHAN,

To—COLONEL W. SCOTT, Political Superintendent, Palanpur.

In reply to your letter No. 3-C., dated 3rd instant, I have the pleasure to inform you that, whenever called upon to do so, I will be prepared to assign and cede to the British Government the lands that may be required for the purposes of the branch line of railway from Palanpur to Deesa, including stations and out-houses, and any additional lands that may hereafter be required *bonâ fide* for such purposes, to be occupied and administered by that Government for the term of their occupation for the purposes of the railway, together with full civil and criminal jurisdiction thereon.

My letter on this very subject, dated 7th instant, may now be considered as cancelled.

No. CVIII.

ADOPTION SUNNUD granted to the NAWAB of PAHLUNPORE—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, any succession to the government of your State which may be legitimate according to Mahomedan law will be upheld.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the treaties, grants, or engagements which record its obligations to the British Government.

Dated 11th March 1862.

(Sd.) CANNING.

The same to the Chief of Radhunpore.

No. CIX.

TRANSLATION of an AGREEMENT entered into between the DEWAN of PAHLUNPORE and the RANA of DANTA, 27th July 1819, Sumvut 1876, Sravun Soodh 5th.

The talooka of Danta being much harassed and injured by the depredation of Koolies, etc., and nearly depopulated from their incursions, in order that security and tranquillity may be re-established by the interference and protection of Pahlunpore, I, Rana Juggut Sing, of my own free will, do make over to Futteh Khan, Dewan, etc., by this agreement, a share of the talooka of Danta agreeable to the following conditions:—

ARTICLE 1.

I give a share of seven annas in the Rupee to Pahlunpore from all towns and villages inhabited or deserted; those of my brethren, Puthavuts, Rajsoke, etc., and of all descriptions of taxes and every kind of revenue. The remaining nine annas to be my share.

ARTICLE 2.

I have pledged four towns, and the sums due on them are to be paid by me. When the accounts of the creditors are settled, and the towns freed, your share of seven annas will be allowed.

ARTICLE 3.

The Guikwar tribute (from Danta) shall be punctually paid by me through you every year, commencing Sumvut 1876. The amount now due on this head shall be paid by four instalments, from the year 1876 to the end of 1879, through you; but if this agreement should not be approved by the Guikwar government, I will arrange the payment agreeable to their directions.

ARTICLE 4.

In the profits or revenue of the Hindee temple at Ambajee the Pahlunpore State has no share, neither has it any in the vurkhasuns of the temple.

ARTICLE 5.

Eight wells and the land depending on them, which belong to my family, are exempted from any share; they are as follows:—

In Danta	1 well.
Nowawass	2 wells.
Great Bhinmal	1 well.
Thana	1 „
Ruttunpore	1 „
Anodra	1 „
Koondul	1 „
	—
	8 wells.

ARTICLE 6.

Of the four towns in the possession of my brother Nahar Sing, that of Poojpore is exempted from any share.

ARTICLE 7.

If any of my brethren or Puthavuts have possession of land or town to which they have no just claim, on examination they shall be restored to me.

ARTICLE 8.

I will pay every kind of vole (a kind of tribute paid to Koolees) which has been regularly established to the present day, but no other hereafter.

ARTICLE 9.

Whatever charitable donations are in existence in my State shall be continued and preserved, but none new shall be given except with your consent.

ARTICLE 10.

Whatever work is done by the ryots of my pergunnah for me shall be done for your vakeel at Danta.

ARTICLE 11.

My authority shall remain in my talooka, but in 'all cases on public matters I shall consult your vakeel, and we will act in accordance. He shall be consulted in all quarrels, disturbances, etc.

In this manner eleven Articles have been agreed to and subscribed. They are to be in force as long as the interests of the Honorable Company Bahadoor and the Guikwar government continue in the State of Pahlunpore.

I will abide by the above, and in no way be the cause of disorder or disturbance.

The securities for the performance of this contract are Megraj Bharote, Valadi Davi Sing of Kodrah, and Vakta Bharote of Chundesur.

Seal of Jug- gut Sing, Rana of Danta.
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Palunpore, 9th August 1819.

Confirmed by the Governor-General in Council on 22nd January 1820.

No. CX.

AGREEMENT executed by the DIWAN of PALANPUR in 1890.

AGREEMENT regarding the maintenance of an efficient POLICE FORCE and MAGISTRACY and the reform of the existing system of IMPORT and EXPORT DUTIES in the PALANPUR STATE consequent upon the disbandment of the PALANPUR LEVY, executed by COLONEL GEORGE RISTO GOODFELLOW, C.I.E., Political Superintendent, Palanpur, acting under the authority of HIS EXCELLENCY THE GOVERNOR OF BOMBAY IN COUNCIL, on behalf of the British Government of the one part, and HIS HIGHNESS SHER MUHAMMAD KHANJI, Diwan of the Palanpur State, on behalf of himself, his heirs and successors, of the other part.

ARTICLE 1.

In consideration of the engagement into which His Highness the Diwan agrees by Articles 2 to 5 of this Agreement to enter, the British Government

agrees that on and from 20th October 1890, Articles 2, 3 and 4 of the Agreement of 23th November 1817 shall be deemed to be rescinded, and the body of horse and foot entertained thereunder and known as "The Palanpur Levy" need no longer be maintained by His Highness.

ARTICLE 2.

His Highness the Dewan engages to establish, with effect on and from 20th October 1890, a body of efficient Police of sufficient strength, at a cost of not less than Rs. 82350 per annum, for maintaining peace and order and for suppressing and detecting crime throughout his State, and to appoint a sufficient number of qualified officers on adequate salaries to discharge magisterial functions throughout his State; the establishment of the said Police and the appointment of the said Magistrates to be on the general lines indicated in His Highness's memorial to Government, dated 9th November 1885. Further, His Highness agrees to give effect to the promises detailed in paragraphs 26, 27, 28, 29 of the said memorial in carrying out the disbandment of the levy, excepting the payment of Rs. 300 a month to Government for a fixed period mentioned in paragraph 27 of the same.

ARTICLE 3.

His Highness further engages that, after having established Police and appointed Magistrates in his State in accordance with the last preceding article of this Agreement, he will thenceforward continually maintain the said Police and Magistracy on such scale, at such rates of pay and of such efficiency, as shall be requisite for adequately supplying the progressive administrative needs of his State; and with a view to the maintenance of such efficiency as aforesaid, he engages to cease to employ in the Police or as a Magistrate any person who from age or physical or mental disability at any time becomes unfit for further effective service.

ARTICLE 4.

His Highness engages to pay to the Political Superintendent annually, in advance, commencing from 20th October 1890, the sum of Rs. 9,000 towards the cost of the Political Superintendency, which payment shall be in lieu of the sums aggregating Rs. 7,004 hitherto paid by him in this behalf.

ARTICLE 5.

His Highness having, in honour of the fiftieth anniversary of the accession to the throne of Her Majesty the Queen-Empress, and as a proof of his loyalty and great public spirit, abolished throughout the whole State, including the jagirs and minor estates, with effect from the 20th June 1887, unconditionally, all transit duties hitherto levied within the Palanpur State, further agrees

to gradually reform his system of import and export duties in such mode as may conduce to the interests of his subjects and be practicable, and he agrees, with a view to rendering the levy of import and export duties in the said State as little burdensome to trade as possible, as follows, *viz.* :—

1. That duties of import and export shall henceforward be levied on any article brought into or taken out of the State once for all only.

2. That import duties shall henceforward be levied at nakas situated on the frontier of the State or at the place of their ultimate destination within the State, but not at any other place.

3. That export duties shall be levied either at nakas situated on the frontier of the State or in the places from which the goods liable to such duties are consigned, but not at any other place.

4. That duties of import and export shall henceforward be levied in behalf and under the authority of His Highness only, all such levies by jagirdars and other minor estate-holders in the State being abolished.

5. That in order to compensate the said jagirdars and other minor estate-holders for the loss they will sustain by the abolition of their right to levy import and export duties, a certain fixed annual cash allowances shall be regularly paid to each of them, the amount whereof shall be equal to such sum as the Political Superintendent, after due enquiry, shall consider to have been the average income derived during the ten years immediately preceding the date of this Agreement by each such jagirdar or minor estate-holder, respectively, from duties of import and export, the right to levy which is abolished.

6. That duties of import and export shall henceforward be levied at uniform rates throughout the State.

7. That no import or export duty shall be levied on any goods in transit through the State, the term "goods in transit" being understood to mean goods which pass through the State by railway and which do not break bulk, and goods which pass through the State otherwise than by railway and which do not break bulk and also are not detained at any place within the State for more than forty-eight hours or at any station, where there is a railway by which they are to be exported without breaking bulk, for more than thirty days.

8. That the collection of octroi by the Darbar in the Deesa Cantonment shall cease; that no import duties shall be levied on commodities brought into the said cantonment, or export duties charged on goods taken therefrom which are the property of officers or men of the garrison leaving that cantonment and covered by a pass from the Cantonment Magistrate's office, provided that arrangements be made whereby His Highness's right to collect export duty on other goods leaving the said cantonment shall be satisfactorily preserved.

ARTICLE 6.

Nothing in this Agreement shall be deemed to prevent the levy by His Highness in any town or village within the State of Palanpur, other than the Cantonment of Deesa, of duties of octroi, provided the same be levied for

expenditure on municipal purposes within the area in which they are respectively levied.

This Agreement agreed to at Palanpur, the 20th October, one thousand eight hundred and ninety.

(Signed in vernacular.)

DIWAN OF PALANPUR.

Witnesses :—

(Sd.)

Chief Minister, Palanpur State.

(Sd.) MAROI E RAO BHOJENGBAO,

Personal Assistant to Political Superintendent.

(Sd.) G. R. GOODFELLOW, *Colonel,*

Political Superintendent,

Palanpur.

Approved and confirmed by His Excellency the Viceroy and Governor-General of India.

(Sd.) W. J. CUNNINGHAM,

Officiating Secretary to the Government of India,

Foreign Department.

No. CXI.

ARTICLES of AGREEMENT concluded between the GUIKWAR GOVERNMENT and SHER KHAN BABEE BAHADOOR, NAWAB of SUMMEE and RADHUNPORE, by SUCCARAM MAHADEO, vested with powers for that purpose from HIS HIGHNESS ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR, and under the advice of CAPTAIN JAMES RIVETT-CABNAC, RESIDENT at BARODA—1813.

ARTICLE 1.

Perpetual friendship shall be maintained between the Guikwar Government and Sher Khan Babee Bahadoor, Nawab of Summee and Radhunpore, his heirs and successors.

ARTICLE 2.

His Excellency the Nawab, his heirs and successors, engage to acknowledge the control of the Guikwar State under the mediation of the Honourable Company's government in all external relations, and that he will have no communication of any description whatever with foreign powers, except with the knowledge and sanction of the Guikwar government.

ARTICLE 3.

The Guikwar government shall never interfere in the internal concerns of the Radhunpore State; but in consideration of His Excellency the Nawab having recognised the supremacy of the Guikwar State, he (Nawab) consents to make an annual acknowledgment by presenting a horse and clothes through the Company's authority at the Guikwar capital.

ARTICLE 4.

When an enemy invades the territories of Radhunpore, the Guikwar government engages, by the advice of the Honourable Company's government, to assist the Nawab with its forces in defending his dominions. It is, however, to be clearly understood that the Guikwar government is not bound to assist the Nawab in the regulation of his internal government, but only against external attacks; on such occasions the Nawab engages to reimburse the Guikwar for the expenses which may be incurred by the equipment of its forces, which on no other account will enter the limits of the Radhunpore State.

Dated Camp near Pahlunpore, the 22nd day of Zilhej, 1228 Hegira, corresponding with the sixteenth day of December in the year of our Lord one thousand eight hundred and thirteen.



Seal of Sher
Khan Babee.

Approved and confirmed by the Governor-General in Council on 28th January 1814.

No. CXII.

TRANSLATION of an AGREEMENT entered into by the NAWAB of RADHUNPORE, SHER KHAN BABEE BAHADOOR, with the HONOURABLE COMPANY, on the 24th Ramzan 1235 Hegira, or the 6th July 1820.

That for a long time the depredations of the Khosas in my dependencies, the pergunnaahs of Radhunpore, Summee, etc., have been great, and from that

cause the depopulation and injury to them extensive; and as it was not in my power to restrain or expel the Khosas, I wrote describing my situation to the British Government.

The troops of that government have in consequence been sent to my assistance, and have punished and expelled the Khosas; and as from this measure the safety and prosperity of my pergunnahs and people will be secured, I therefore agree of my own free will to the following Articles:—

ARTICLE 1.

I engage not to permit robbers or enemies of the government to remain in my dependencies, nor will I allow any Rajpoots or Koolees to remain in my districts and molest or plunder the territories of the Honourable Company, of His Highness the Guikwar, or those of any other State, nor will I maintain any sort of connexion with the Khosas.

ARTICLE 2.

In order to promote the chastisement of the Khosas or other robbers, every intelligence of them shall be communicated to the troops of the Sircar wherever they be stationed, and no exertion equal to my ability in their punishment shall be wanting, and on every occasion whatever force of foot or horse I have shall accompany the troops of the government.

ARTICLE 3.

As the British troops came here in consequence of my letters and complaints and have expelled the Khosas, and as my districts and ryots will derive great advantages from their exertions, it becomes incumbent on me, as in these arrangements the British Government has expended and will have to expend considerable sums of money, that I should aid, in proportion to my means, in discharging this expense. I therefore agree to pay an amount yearly in proportion to my means, and as the government may direct.

The above three Articles should be duly executed and observed in all respects.

The Seal of the Nawab of Radhun- pore.

(Sd.) Wm. MILES, *Captain,*
and Agent.

No. CXIII.

ENGAGEMENT entered into with CAPTAIN PRESCOTT, Political Superintendent, PALANPUR, by HIS EXCELLENCY ZURAWAR KHAN BABI, NAWAB OF RADHANPUR, transferring his SHARE of the ANWURPUR SALT PANS to the HONOURABLE COMPANY—1840.

1. His Excellency the Nawab cedes his share of the Anwurpur salt pans, relinquishing all right and concern therewith to the Honourable Company, who are to have whole power to increase or diminish the price of salt or entirely prevent its manufacture, and the Nawab further engages to open no new salt works without the permission of the British Government.

2. Conformable to Government instructions of 24th October 1839, the Nawab will continue to abstain from levying transit duties on salt, and further engages to prevent Ghassya salt passing through his district.

3. Under the above arrangement the Nawab will receive yearly from the British Government Company's rupees ten thousand five hundred (10,500) in full compensation for his previous receipts from the pans, his transit duties on salt, and his realizations from Ghassya. But the payment of his compensation is conditionable on the Nawab's not encouraging the traffic in Ghassya salt, or any measures which may check the resort of dealers to the Anwurpur or other government salt works.

4. The Nawab will be permitted yearly to receive free of duty from the Anwurpur pans, Indian maunds 262½ or Guzerati maunds 525 of salt for the use of his Darbar, and, should the Anwurpur pans be closed, to receive the same from some other Government salt works.

5. Such payments as have hitherto been made at Anwurpur for charitable purpose will be continued, and to enable him to discharge the same the Nawab will receive yearly from the Honourable Company, Company's Rs. 548 and 176 Guzerati maunds (Indian maunds 88) of salt to be distributed agreeably to the accompanying Yad.

6. The limits of the salt pans will be fixed and marked out, and the Agrias (salt manufacturers) will not be permitted to encroach on other lands; but if such should be required by them, the limits will be extended, land being ceded to them at a reasonable price.

7. The Nawab will continue to levy his viras and wujeh (land-tax on produce) as heretofore from such of the Agrias as are his subjects, but they shall be subject to no extra tax on account of salt. While residing in the Nawab's territory, they will be subject to his authority in all other matters except salt, but the jurisdiction over the salt pans having been ceded to the Honourable Company, shall be exercised solely by its agents.

8 The amount specified in the 3rd and 5th paragraphs, *viz.*, Company's Rs. 11,048, will be paid yearly from the Government Treasury at Ahmedabad, after the close of the year, on the 10th January, to an agent of the Nawab's provided with a written application from him to the Collector.

9. The engagement is to have effect from the 1st January 1840 = 25th day St. A. H. 1255.

Signed and sealed at Radhanpur, 15th April 1840 = 12th Suffur A. H. 1256.

Nawab of Radhanpur's seal.

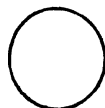
L. S.



CAMP RADHANPUR, }
The 15th April 1840. }

(Sd.) C. B. PRESCOTT,
Political Superintendent, Palanpur.

L. S.



Yad referred to in paragraph 5 above.

Charitable allowances for five years as taken from accounts:—

Sumvat 1888 A. D.	1831-32	.	.	.	.	.	686	3	24
"	1889 "	1832-34	.	.	.	.	487	1	44
"	1891 "	1834-35	.	.	.	.	740	3	93
"	1892 "	1835-36	.	.	.	.	412	3	65
"	1893 "	1836-37	.	.	.	.	604	1	87

TOTAL . 2,932 1 13

Equal to Company's Rs. 548-0-35 at 107 Seecas per 100

Company's Rupees 586 1 82½

Average for
one year.

Yearly rates of salt on which duty is to be remitted to enable the Nawab to dispense charitable and religious donations :—

	Maunds.
For Samee Gudagir Gossain of Gudagir	40
„ Byragy Ballukdas temple at Gochunt	20
„ Byragy Jeramdas of Radhanpur temple	25
„ Biragy Ballukdas of Abumes „	10
In charity distributed by Bandri Virchuri Anwurpur	25
To three temples at Anwurpur	15
„ the Huthuts of Koer	10
Deaye Wukatsing and Omirsing of Anwurpur	31
TOTAL	176

(Sd.) C. B. PRESCOTT,
Political Superintendent, Palanpur.

No. CXIV.

AGREEMENT and SECURITY entered into by the **TOWN and CHIEFS** of **TERWARA** and its **DEPENDENCIES** with the **AGENT** of the **BRITISH GOVERNMENT**, Assar Vud 3rd, or 28th July 1820.

The troops and villages depending on Terwara having been depopulated, and we (the Chiefs) reduced to great distress, in order to obtain the protection of Government that they may be again repopled, and that we may be placed in comfort and security, we, Bulache Khan, Vuludi Hussun Khan, Ayum Khan, Vuludi Kumal Khan, Roria Aja, Vuludi Roadan, Roria Agra, Vuludi Dhunrajjee, Roria Bechur, Vuludi Dewan Juggote Asun, etc., the whole of the inhabitants of Terwara, of our own free will, agree to the following Articles :—

ARTICLE 1.

We (the above-named) and our brethren and the Kooles of our dependencies all included engage not to plunder or rob in the territories of the Honourable Company, nor in any other State or pergunnah, nor to be in any wise the cause of robbery or plunder.

ARTICLE 2.

We engage not to allow the Khosas or any other robbers or enemies of the Sircar to remain in Terwara, nor the villages depending on it, nor will

we maintain any sort of connexion with them, nor send intelligence to them, but aid in their discomfiture or punishment to the utmost of our ability, and we also engage to forward intelligence of the Khosas to the detachment of the Sircar wherever they may be stationed, and should it be necessary will accompany them.

ARTICLE 3.

The troops of the Sircar have expelled the Khosas, and have restored this country to order, and in effecting these measures great expense has been and will be incurred by the British Government: we therefore willingly agree to pay a sum yearly consistent with our ability, or as the government may direct.

In this manner three Articles have been agreed to by us, and we engage to abide by them.

(Signed by the Chiefs of Terwara.)

Perpetual security—GUDVI VEERUM VULUDI GODUR,

of Pardir.

Precisely similar engagements were signed by the Chiefs and brotherhood of Thurad, Warye, Deodur, Wao, Chorwar, Socegum, Charchut, and Bhabur.

No. CXV.

TRANSLATION of an AGREEMENT with the BRITISH GOVERNMENT entered into by the THAKUR of THURAD, WAGHELA KAREM SING, on the 23rd AUGUST 1826.

Whereas in the hope of protection from the injuries inflicted on our district by the Khosas, Koolees, and others, and of advancing the prosperity of our pergunnahs, a bond of agreement with the British Government was executed by us, dated 15th Magsud, Sumvut 1878, in the 3rd paragraph of which we stipulated to pay to the extent of our means our proportion of the expenses incurred in preventing the inroads of the Khosas, or any other marauders, and to pay our quota yearly, in conformity to which engagement we have until now guided ourselves by the instructions of the British Government; but now that the British Government in its great goodness is pleased to cancel the above obligation on our part to pay such necessary expenses

incurred for our benefit, we are deeply gratified for the same, and bind ourselves for the future by the following engagements :—

ARTICLE 1.

We promise to conform ourselves in every respect to our former agreement with the British Government, with the exception of the 3rd paragraph respecting our payments therein stipulated to be by us paid, and to conduct ourselves as faithful dependants on the British Government.

ARTICLE 2.

The Koolees, Rajpoots, or armed men of other districts, who may come peaceably, and with the intention of residing quietly in our talookas, shall not be licensed to remain without their so coming being communicated to the British Government; and in case security for their good conduct, and bail for their appearance when called for, should be required by the British Government, it shall be demanded from them, nor shall they in such case be allowed to remain without consenting thereto.

ARTICLE 3.

The ancient obligation existing previous to the above-mentioned Treaty between us and the British Government, and the Baroda Government, shall remain in full force as heretofore; we will in every respect guide ourselves in conformity thereto.

ARTICLE 4.

We will in no respect permit robbers or disturbers of the public peace to find shelter in our districts, or any dependencies of ours, and when claimed by either the British or Baroda Government we will deliver them up if they fall into our power.

ARTICLE 5.

Whenever the British forces proceed for the suppression of robbers, bandits, or Khosas, we will prepare all the means in our power of horse and foot in aid of the British armament, and send the ablest of our people with them as becomes obedient dependants on the British Government, and the person in charge of our contingent shall be placed under the authority of the Commandant of the British forces,

ARTICLE 6.

The talukdars or petty Chieftains shall on no account wage private wars or disturb the public peace by mutual discords; in case of such quarrels the same shall be communicated to the British Government, and the decision of its authority to be final.

ARTICLE 7.

We will not avail ourselves of the weakness or poverty of any village land-holders to extort Girass or any other rights, and when any village offers to bind itself to dependency or tribute, we promise not to accede to such arrangement without the knowledge and approval of government.

ARTICLE 8.

The Koolees, Rajpoots, and others, in fact any inhabitants of our villages shall in no respect be permitted to commit any irregularities in the districts of the British or Baroda Government, or any other dependencies, and we are responsible for their misdemeanours; such are the eight Articles of our agreement, and we will act in conformity thereto; and if we are ever found departing from these engagements, we are answerable to make good the claims instituted, and pay such fine as shall be ordered by government, submitting ourselves to its decision.

Signed by the Chiefs.

Precisely similar engagements were signed by the Chiefs of Wao, Warye, Deodur, Chorwar, Soogam, Charchut, Terwara, and Bhabur.

No. CXVI.

SUBSTANCE of AGREEMENTS passed by the undermentioned TALUKDARS and JAGIRDARS under the PALANPUR SUPERIN-
DENCY regarding OPIUM—1879.

Whereas new rules have been made by Government in regard to opium, and we are to receive the duty at Rs. 650 per chest on the opium consumed within our taluka or jagir, we, the talukdars or jagirdars of give in writing, as directed, an agreement to the effect that we shall not import or permit others to import illicit opium, that opium shall not be sold in our taluka at a less price than that at which it is retailed in British territory, that we shall furnish to our Thandar, for submission to the Political Superintendent, through the Assistant in charge of the districts, half-yearly statements of opium on 31st March and 30th September of every year, showing the quantity of opium imported, the amount sold during the half-year, the amount of the sale-proceeds, and the stock of opium which remained on hand at the end of the half-year.

We shall act up to the above agreement, and our heirs shall do the same. We pass this agreement of our own free-will.

Here follow the signatures of the Talukdars and Jogirdars of the Suigam, Terwara, Bhabar, Deodar, Tharad, Kankrej, Warahi, Santalpur and Chadchat talukas.

PALANPUR,
The 6th June 1879. }

(Sd) P. H. LEGEY, *Lieut.-Col.,*
Officiating Political Superintendent.

No. CXVII.

TRANSLATION of an AGREEMENT taken from the RANA of WAO and others, his relations, dated Palanpur, 27th March 1848.

TO MAJOR BROWN, POLITICAL SUPERINTENDENT of PALANPUR, for and on behalf of the HONOURABLE COMPANY.

We, Rana Sirdar Singh walad Jalim Singh Chuan of Wow; Shereji walad Khengarji of Rachana, Wow Taluka; and Chuan Agur Singh walad Verbhaji of Kundalia, Wow Taluka.

We, in supersession of the Agreement made on the 8th May 1846, do hereby enter into this Agreement with the Government to prevent all sale and export of Ghassya salt brought from the Runn in our taluka, and will not permit its import or transit through it from other talukas or districts, for which we are to receive from the British Government annually the sum of Company's Rs. (361) three hundred and sixty-one as follows :—

	Rs.
Rana Sirdar Singh of Wow for the villages of Rachana, Kundalia, Mowsurree and Assarah	287
Chuan Shereji walad Khengarji of Rachana, viz.—	
Of Rachana and Kundalia	41
Of Assarah	23
Chuan Agur Singh for Kundalia	64
Wao Taluka	10
TOTAL	361

In this manner we will receive annually. Should any breach of this agreement take place, we agree to forfeit the compensation for the year in

which such deviation occurs, and for every additional breach during the same year we agree to pay a fine equal in amount to the yearly compensation granted. The commencement of this agreement is from 1st January 1841; this writing is passed with our free-will and consent, dated 27th March 1848.

(Sd.) RANA SIRDAR SING, and others.

No. CXVIII.

TRANSLATION of an AGREEMENT entered into by the JHAREJAS of SANTULPORE for the SUPPRESSION of INFANTICIDE, dated Choitro Soodh 2nd, Sumvut 1863, 3rd March 1827.

It being reported that the murder of female children is still continued among the Jharejas of Santulpore and Charchut, and as this custom is wicked, unnatural, and forbidden in the Hindu shasters, and as it is the anxious desire of the British Government that a custom so degrading and revolting to humanity should be suppressed, and that arrangements should be made to restrain the Jhareja brethren from the commission of this crime in future, also that satisfactory assurances should be given to that effect, we, Kullian Sing, Maun Sing, Bowajee and Wukut Sing, the sons of Moolwajee, and Nathojee, the son of Hujjajee, etc., with the whole of our brethren, hereby declare that since Sumvut 1875, A.C. 1818, when Captain McMurdo made arrangements for the suppression of child murder at Bhooj, no one has destroyed his female offspring in our taluka; that fifteen daughters of our family are now living, and we with true hearts engage to ensure the observance of this contract, and that no one, including all our brethren, shall again commit this crime in our taluka. We engage also when any daughters are born to us to communicate the same to the Karkoon at Santulpore for the information of government, and in order that the births be registered. If any one among our brethren should violate this contract by the murder of his daughter or daughters in our taluka, that man shall be considered a criminal, and we engage to make government acquainted with the fact and his name, and if we do not, we have violated our engagements to government and are offenders.

A precisely similar engagement was made on 9th June 1827 with the Jharejas of Charchut.

No. CXIX.

AGREEMENT entered into by the JHAREJA CHIEFS of SANTULPORE and CHARCHUT with MAJOR J. R. KELLY, POLITICAL SUPER-INTENDENT of PAHLUNPORE, for the SUPPRESSION of the CRIME of FEMALE INFANTICIDE within their districts, dated the 18th June and 15th August 1853.

The Honourable the Court of Directors having remarked that since the year 1846 the females of the Jhareja tribe under twenty years of age continue to be much less in number than those of the male sex under that age, and required information on this subject; and we having been requested by you to enter into an engagement for the purpose of saving our female children similar to the engagement entered into by the Jam of Nowanuggur on the 25th of February 1812; we write to say that we well know that it is a great sin to kill an infant, and that the murderer thereof will go to the deepest hell, for so it is written in the shaster: this we know. Moreover, the Sircar has sent us books on the subject of infanticide, in which there are many quotations from the shaster to the effect that there is no sin equal to killing a female infant. No one, therefore, should be guilty of this sin, but should save his infant daughter: this is true religion, and we therefore willingly agree to the following arrangements for the preservation of our infant daughters, which are to be binding on us for ever, *viz.*—

ARTICLE 1.

Every Jhareja living in Santulpore and Charchut to whom a daughter may be born, shall immediately give information to the Karkoon belonging to his district, who will enter the child in the list kept by him, from which the yearly returns are framed. The number of births which have occurred during the year will with ease be ascertained by these means.

ARTICLE 2.

In the event of any Jhareja's daughter dying, information is to be given to the Karkoon in charge of the district, who will make every proper enquiry into the cause of the death and enter the cause of death in the list.

ARTICLE 3.

Should any female infant of tender age die, its body is to be shown to four of the most respectable people of the village, but of different castes, and the cause of death must be ascertained as far as possible, and stated in the proceedings of the inquest, which must be sent to the government Karkoon, after which the body may be buried: without this precaution the body must not be buried. No Jharejas are to be allowed to assemble on the punchayet.

ARTICLE 4.

Should any Jhareja's infant daughter fall ill, information must be given to the government district Karkoon, and the cause of the illness mentioned to the Karkoon, that it may be noted by him in his list.

ARTICLE 5.

In the event of any female infant dying, and being buried without acquainting the government Karkoon and assembling a punchayet to ascertain the cause of its death, then the party guilty of the infringement of this agreement shall submit to such punishment as government may decide.

ARTICLE 6.

As above written we will abide, and make no dispute hereon. Whoever shall offend and plead ignorance of the above engagement as an excuse to escape punishment, he must not be listened to, as all have been made well acquainted with the contents of this engagement.

ARTICLE 7.

In the event of the government Karkoon being engaged in other business elsewhere and unable to attend, then the Chief of the horse-men on the thanna will be consulted, and everything arranged through him.

In this way we have, of our free-will and consent, and being in possession of all our faculties, entered into the above engagement, and we have given, as perpetual security for the due fulfilment of the above writing, the undermentioned, *viz.*, Barote Puttoo Sut Meta wulud Jussa, Swamees Ruttonghur, Sut Maughur, Tejghur wulud Mullooghur, Gudvee Hurree Sing Sut Amra wulud Veerma, Brahmins Pachun wulud Kana, Gora wulud Kana, Gudvee Poonja Sut, Rabeer wulud Davaet, Brahmin Nanjee wulud Mugga, Purmar Runmall wulud Kesserjee, Waghela Veerum wulud Mala, Brahmin Gungaram wulud Roora, Brahmin Bhakur wulud Jewna, Brahmin Jetta wulud Dana, Swamee Gungaghur wulud Maughur, and Kapree Samut wulud Ram Sing.

Signed by 153 persons.

We do hereby state that we shall abide, and cause the Jharejas to abide also, by the above writing, and we ourselves shall be answerable for it.

Signed by the sureties.

A precisely similar engagement was signed by the Jharejas of Thurad and Warye.

V.—MAHI KANTHA AGENCY.

Bombay Government Records, No. XII of new series, and reports by the Bombay Government.

THE system of perpetual settlement which was adopted in Kathiawar in 1807, and which obviated the necessity of the periodical advance of a collecting or mulkgiri army, was found to be so beneficial to the country and people that it was soon afterwards resolved to extend it to the Gaekwar's claims over the Mahi Kantha. The first who entered into engagements of the kind was the Chief of Ghorasar. It was not till 1812 that the Engagements (No. CXX) were generally concluded, by which the Chiefs bound themselves to pay the Gaekwar's dues on the average of what had been collected during the ten preceding years. These engagements, however, only settled the Gaekwar's claims, and left unadjusted the exactions levied by the Raja of Idar and the black-mail taken by the Koli Chiefs. Since 1820, when the Gaekwar agreed* not to send troops into the districts or prefer any claims against the inhabitants in them except through the arbitration of the British Government, the paramount authority in the Mahi Kantha has been exercised by the British Government alone.

In 1838 Captain (afterwards Sir James) Outram instituted border panchayats for the settlement of the numerous blood feuds and disputes between the wild Bhils on the Mahi Kantha and Rajputana frontier. The system, which is one of money compensation for crime, was found to be effective in preventing reprisals and maintaining peace. The courts, however, met at irregular intervals owing to the difficulty of arranging a meeting between the political officers on both sides of the border who presided jointly over them, and disturbances again became numerous. In 1873, therefore, revised rules were drawn up, providing for the more regular assembly of these courts under one British officer as president, aided by two assessors from each of the States concerned, and enhancing the scale of compensation for certain specified crimes. The rules were again revised in 1877, when murder was omitted from the scale of compensation, the scale for wounding was raised, and it was arranged that the Political Agents from both sides should sit on the Border Court instead of one of them with assessors.

* See Baroda, p. 143.

In 1839 a court of criminal justice was established in the Mahi Kantha similar to that which had been established in Kathiawar. It is presided over by the Political Agent, aided by two or three assessors, for the trial of heinous offences and all cases in which the parties concerned are subjects of different Chiefs.

The area of the Mahi Kantha is 3,528 square miles; the population is 581,568 (1891) distributed under numerous petty Chiefs, amongst whom the Raja of Idar is the only one of importance. The total revenue of the Mahi Kantha, including that of Idar, may be estimated at about Rupees 9,72,000. Out of this total tributary payments are made to the British Government (Rs. 918), to the Gaekwar (Rs. 1,29,483), to Idar (Rs. 8,634), and to certain other States (Rs. 2,878).

1.—IDAR.

After the short tenure of the office of Mughal Deputy in Gujarat by Abhai Singh, Raja of Jodhpur, his two younger brothers, Anand Singh and Rai Singh, aided probably by the influence of his name, possessed themselves of the principality of Idar. This family is the last that effected a settlement in Gujarat by conquest. The Idar territory comprised the districts of Idar, Ahmadnagar, Morasa, Bayar, Harsol, Parantij, and Bijapur, to which five other districts were rendered tributary. Anand Singh was killed in one of the numerous conflicts with the Rajput proprietors of the soil, and was succeeded by his younger son Sheo Singh, under the guardianship of Rai Singh, his uncle, who shortly afterwards died without issue. During the rule of Sheo Singh he was stripped of Parantij, Bijapur, and half of the three districts of Morasa, Bayar, and Harsol by the Peshwa, which districts were afterwards ceded by the Peshwa to the British Government. The other half of the Idar territories went to the Gaekwar, who contented himself with the exaction of a share of the annual revenues, which, at the settlement of 1812, was fixed in perpetuity at Rupees 24,001 for Idar, and Rupees 8,952 for Ahmadnagar. Sheo Singh died in 1791, leaving five sons, the eldest of whom, Bhawan Singh, succeeded him, but died in a few days, leaving the State to his son Gambhir Singh, a boy of ten years.

The death of Sheo Singh led to dissensions in the family, which ended in the dismemberment of Idar. Sagram Singh, second son of Sheo Singh,

* In addition to this sum, which is paid by otherwise independent States, the Maharaja of Idar receives annually Rupees 19,140 from Chiefs who are his own feudatories—*vide* page 333.

who had received Ahmadnagar from his father in feudal grant, assumed independence, and with his assistance Zalim Singh and Amir Singh, two other sons of Sheo Singh, after a long struggle, possessed themselves respectively of Morasa and Bayar during Gambhir Singh's minority. Idar Singh, the fifth son of Sheo Singh, who was blind, received Sur and three other villages for his support.

Sagram Singh, Chief of Ahmadnagar, died in 1798, and was succeeded by his son Karan Singh. Zalim Singh, of Morasa, died childless in 1806, and Morasa ought to have lapsed to Idar. His widow, however, was allowed by the Gaekwar to adopt Partab Singh, Karan Singh's brother, on whose death in 1821 Morasa was united with Ahmadnagar; but Gambhir Singh never ceased to lay claim to it. On the death of Amir Singh of Bayar without children, the reversion of Bayar was claimed by both Idar and Ahmadnagar. The dispute was investigated in 1827 by the Political Agent of the Mahi Kantha, and an Engagement (No. CXXI) was concluded adjusting all the disputes between Idar and Ahmadnagar: Idar renounced all claim to Morasa and received two-thirds of Bayar, the remaining third going to Ahmadnagar. This settlement, however, was never acted on, and the disputes continued as vehement as before.

Gambhir Singh of Idar died in 1833, and was succeeded by his son Jawan Singh. Owing to mismanagement during Jawan Singh's minority, and the rapacity of the leading Chiefs, the widow of Gambhir Singh applied to the British Government to take the State under its own management. This was done in 1837. The control of the British Government was relaxed in 1852, but a check on the expenditure was maintained till 1859, when the entire management of the State was transferred to the Raja.

The Chief of Ahmadnagar, Karan Singh, died in 1835, leaving two sons, Pirthi Singh and Takht Singh. On his death a forcible sati occurred, notwithstanding all the efforts of the British officers to prevent it. Immediately after the performance of the rite, Pirthi Singh and Takht Singh with their followers fled to the hills; and several of the subordinate Chiefs were at the same time in rebellion. To prevent a general outbreak an amnesty was proclaimed, of which Pirthi Singh and Takht Singh were the first to avail themselves. Pirthi Singh was installed in Ahmadnagar on his engaging (No. CXXII) to prevent the practice of sati, to entertain no foreign mercenaries, to refer all disputes to the British Government, and to abide by the engagements of 1812. Pirthi Singh died in 1839, and, on the death of his posthumous son in 1841,

the succession devolved on Takht Singh. This Chief was elected ruler of the State of Jodhpur, on the death of Man Singh in 1843. After going to Jodhpur he still claimed the right to retain Ahmadnagar in his family, but in 1848 the British Government decided that this claim was invalid, and that Ahmadnagar should revert to the Idar State, together with Morasa and Bayar.

Jawan Singh of Idar, who received a Sanad (No. LXXIX) guaranteeing to him the right of adoption, and was a Knight Commander of the Most Exalted Order of the Star of India, died in December 1868, when the succession of his only son, Kesri Singh, was recognised by the British Government. During the minority of the young Chief, the State was managed by the Political Agent. His Highness the Maharaja is now (1892) thirty years of age.

In 1861 Agreements (No. CXXIII) were executed by the Chiefs of Idar and other States in the Mahi Kantha, by which they bound themselves to prevent the smuggling of salt through their territories. In 1874 an Agreement (No. CXXIV) was concluded with the Idar State for the construction of a weir in the river Hathmati and of a canal through Idar territory. By this agreement civil and criminal jurisdiction within canal limits was delegated to the British Government.

In 1881 an Agreement (No. CXXV) was concluded with Idar, whereby the State renounced all claim to certain co-shared villages situated in the Ahmadabad Collectorate, and was given in lieu thereof four other villages to be held as part of the Idar State.

In 1883 Idar and Tintoi (a vassal of Idar) accepted the Opium Agreement (No. CXXVI) which had been concluded in 1878 with the other States in the Mahi Kantha Agency.

In 1885-86 the Gaekwar's contingent was disbanded, and regular mounted and foot police were entertained in their place from the subsidy paid by Baroda.

In 1886-87 the total abolition of transit dues throughout the Mahi Kantha was effected.

In 1887-88 the Scott College for the education of the sons and Bhayads of the smaller Chiefs of the Mahi Kantha, who could not afford to send them to Rajkot, was opened.

In 1888-89, in order to prevent loss to the British Alkari Revenue, Idar agreed to take the liquor required for three of its villages from the central

distillery at Ahmadabad, and the abkari of Barmuara, Rakhial, Mahisa Ghorasar, Haldarwas and Bhadal was leased to Government for a definite period.

The area of the State is 1,900 square miles and the population (1891) 302,134. The gross revenues of Idar, which are shared by the Maharaja with his feudal Chiefs, are about six lakhs of rupees; the net revenue amounts to 3½ lakhs. The military force of the State consists (1891) of 14 field and 3 other guns, 13 artillerymen, 74 cavalry, and 115 infantry and police. The subordinate Chiefs hold their estates on condition of military service, the quota being three horsemen for every 1,000 rupees of revenue: the actual force maintained by them amounts to about 568 cavalry and the same number of infantry; these troops are undisciplined. The Chief receives a salute of fifteen guns and is a Knight Commander of the Star of India.

The Chief of Idar pays annually Rupees 30,339-15-2 as "ghas dana" (forage for cattle) to the Gaekwar, and receives Rupees 19,140-6-11 as "khichri" (supplies for troops) from Chiefs in the Mahi Kantha.

2.—PETTY CHIEFS.

The Maharaja of Idar and Ahmadnagar is the only powerful Chief in the Mahi Kantha. The other Chiefs have only petty jurisdictions. Many of them belong to Koli families, and both before and since the introduction of British influence into the Mahi Kantha have been notorious chiefly as turbulent freebooters. A minute account of the various occasions on which the British Government has interfered to quiet the country and maintain peace before and since the general settlement of the Mahi Kantha would be out of place here. The nature of the arrangements made will appear from a perusal of the Engagements (Nos. CXXVII to CXXXIII).

17	Vasna	Thakur singhji.	Takhat- singhji.	Bathor Rajput	19	9	5,741	10,353	0 0	3,108	11	2	His Highness the Gaek- war.
18	Sudama	"	"	Barad	38	40	6,767	8,142	0 0	1,036	5	7	Ditto.
19	Rupal	Thakur Mansinghji	Thakur Mansinghji	Behwar	46	17	3,270	4,180	0 0	361	4	2	Idar.
20	Dadhali.	"	Jaswat- singhji.	Sisodia	32	25	4,562	4,110	0 0	1,164	13	6	His Highness the Gaek- war.
21	Megodi	Thakur Mokan- singhji.	Thakur Mokan- singhji.	Bathor	40	25	3,818	8,978	0 0	362	1	1	Idar.
22	Waragan	Thakur Rajsinghji.	Thakur Rajsinghji.	Behwar	71	35	3,229	8,000	0 0	699	4	6	His Highness the Gaek- war.
23	Sathamba	"	"	Baria Kol	30	20	4,769	7,125	0 0	610	9	5	Idar.
24	Ramas	Mian Kalumian	Mian Kalumian	Makwana Koli,	28	10	1,806	2,851	0 0	93	1	10	Idar.
25	Bolandra.	Thakur Salamsinghji	Thakur Salamsinghji	Muhammudan	28	7	1,163	1,550	0 0	.....	0	0	His Highness the Gaek- war.
26	Lakhi	Thakur Jaswat- singhji.	Thakur Jaswat- singhji.	Chauhan Koli	7	30	1,513	3,426	0 0	561	0	0	Balsinor.
27	Derol	Thakur Ramsinghji	Thakur Ramsinghji	Makwana Koli	40	10½	1,375	2,677	0 0	127	0	0	Lansawara.
28	Kharawara	"	Wajesinghji	"	46	27	2,162	4,199	0 0	153	5	4	His Highness the Gaek- war.
29	Karoli	"	Bhawansinghji.	"	37	11½	1,688	3,182	0 0	133	14	4	Idar.
30	Vaktapur	"	Udesinghji.	"	46	31½	2,551	5,313	0 0	.....	0	0	His Highness the Gaek- war.
31	Prempur	"	Surajmal- ji.	"	43	20½	1,828	3,035	0 0	513	0	10	His Highness the Gaek- war.
32	Dedhrota	"	Punjaji	"	45	10½	1,225	3,057	0 0	46	8	11	Idar.
33	Tajpuri	"	Motisinghji	Parmar Koli	43	16½	2,238	3,740	0 0	302	9	10	His Highness the Gaek- war.
34	Hapa	"	Wakhat- singhji.	"	17	9	1,445	5,120	0 0	93	1	10	Idar.
										486	0	10	His Highness the Gaek- war.
										187	2	6	Idar.
										46	8	11	Idar.
										689	4	0	His Highness the Gaek- war.
										74	7	10	Idar.
										699	4	6	His Highness the Gaek- war.
										186	3	7	Idar.
										1,025	2	9	His Highness the Gaek- war.
										218	13	0	Idar.

No.	Name of place.	Name of Chief.	Caste.	Age.	Area in square miles.	Popula- tion.	Revenue.	TRIBUTE.	
								Amount.	To whom payable.
35	Satlana	Thakur Harisinghji	Chauhan Koli	43	109	9,807	R a. p. 4,071 0 0	R a. p. 2,794 5 2	His Highness the Gaek- war.
36	Bhalasna	" Mulsinghji.	"	41	80	4,111	2,025 0 0	1,163 0 2	Idar.
37	Harol	" Jawan- singhji.	Chandra Koli	11	30	4,111	4,431 0 0	112 10 8	His Highness the Gaek- war.
38	Magrana	" Malam- singhji.	Makwana Koli	65	117	2,237	9,500 0 0	41 0 0	Idar.
39	Tejpura	Thakura Jethaji and Tejaji.	"	56	57	512	4,950 0 0	892 5 10	His Highness the Gaek- war.
40	Virsora	Thakur Prathiraj .	"	60	Included in Nos. 38 & 39.	1,043	1,630 0 0	908 6 11	Ditto.
41	Palaj	" Daulat- singhji.	"	15	"	1,586	3,020 0 0	446 13 2	Ditto.
42	Deloli	" Umedsinghji	"	57	"	1,063	3,691 0 0	120 0 0	Patnan.
43	Keselpura	" Manaji	"	70	"	450	3,500 0 0	399 3 7	His Highness the Gaek- war.
44	Mehmadvura	" Gobarsinghji	"	71	"	636	1,575 0 0	255 14 8	Ditto.
45	Lipura	" Udeji	"	41	"	421	4,100 0 0	48 6 8	Ditto.
46	Rampura	" Godarji	"	37	"	539	1,200 0 0	174 9 4	Ditto.
47	Ranipura	" Wajesinghji	"	37	" 15	217	1,300 0 0	238 15 8	Ditto.
48	Gabat	" Nathasingh- ji.	Chandra Koli	19	Included in Nos. 35 & 38.	1,662	3,431 0 0	48 10 5	Ditto.
49	Timba	"	"	36	"	2,035	800 0 0	50 0 0	Patnan.
50	Umari	" Motisinghji	"	31	"	1,453	1,100 0 0	23 0 0	Idar.
51	Motakotharna	Jaginder Farbat- singhji.	"	44	"	672	161 0 0	50 5 10	Do.
52	Santhal	Is co-shared be- tween the Thakurs of Katosan, Deloli and Kasulpura, Nos. 6, 42 and 43. Belongs to Thakur of Tejpura, No. 39.	.....	..	Included in Nos. 38 & 39.	2,587	Included in Nos. 6, 42 & 43.	.....	His Highness the Gaek- war.
5	Gokalpura	"	"	...	"	327	Included in No. 39.	42 2 2	Ditto.
54	Malsjanpura	Is co-shared be- tween Nos. 41 and 42.	.....	...	"	223	Included in Nos. 41 & 42.	25 2 3	Ditto.

55	Chandap	Is under Metadari tenure.	.....	...	Included in Nos. 35 & 36. 15	1,422	1,350	0	0	70 12 8	Ditto.
56	Jher Nirmali	"	.....	...	702 {	6,374	5,909	0	0	1,125 0 0	His Highness the Gaek-war.
57	Barnuware	"	.....	...	702 {	6,557	1,500	0	0	1,300 0 0	Ataramba.
58	Bawisi	"	.....	...	702 {	33,511	44,538	0	0	301 0 0	His Highness the Gaek-war.
										33,011 11 5	Ditto.

No. CXX.

SECURITY BOND of sixteen ARTICLES taken by LIEUTENANT-COLONEL BALLANTYNE on behalf of the BRITISH GOVERNMENT from the CHIEFS of the MAHEE KANTA in the year 1812.

We, Thakoor * * Koonwur * * brothers, nephews, and inhabitants of * * together with those bearing arms and dependent on the zillah.

According to the custom of the country we have received the orders of government as subjects to be obedient, and to live peaceably and orderly. We agreeing thus do of our own accord write the Articles of zamin, fa'el zamin, arr zamin, hazir zamin, and mal zamin as follows:—

ARTICLE 1.

We will not be guilty of any violence, theft, etc., nor will we instigate others to such acts in any part of the country. We will not associate with, nor instigate others to associate with, outlaws, whether Koolees (Rajpoots), Mussulman soldiery, Kattees, or other offenders. We will not give them shelter, nor food, nor hooka, nor water; if these come into our villages we will seize and give them up to government; if they should be passing through our boundaries we will pursue, seize, and deliver them up, and then act as government shall order. We will not in any way assist disturbers. Should we be detected in having anything to do with them we will be answerable to government.

If the footsteps of thieves are traced into our boundaries we will carry them forward and deliver them over to the next village; if the thief should belong to our village we will hand him over to government, and the property stolen. Should we know that the people of the next village are engaged in any unlawful acts we will make it known; if we do not we will answer for it ourselves. If any of our people go into the Company's districts, or into any other talookas, to steal, we will be answerable; if the thief should be killed in the act we will not make any claim, nor raise any feud on that account.

ARTICLE 2.

The management of our talooka and land shall always be conducted in obedience to government as hitherto.

ARTICLE 3.

We agree to the arrangement of government regarding the dues of ghasdana, jumma bundee, khichree, and other lawful demands; in that manner we

will pay them annually. The government dues and certain dues to zemindars are payable by us, and we have given banker's security for their payment; in that manner we will pay without fail.

ARTICLE 4.

Should we have taken possession of any zemindar's land or village through his weakness, we will give them up at the government order on reasonable terms. Should we have obtained any one's land or villages by a loan of money, we agree to its being redeemed in any reasonable way government may decide on, and lay no claim on the land, nor will we dispute with the owner of the village about it. Should there be any dispute on money transactions, either now or hereafter, we will refer it to government and abide by its decision, but will not quarrel direct with the parties, nor accumulate any expense on them, nor without the consent of Government will we purchase or take in pledge or present any lands, Girass, or village.

ARTICLE 5.

We will not quarrel, nor fight, nor instigate others in our talooka, with our relatives or among ourselves. If there should be any disturbance of this kind we will refer it to government and abide by its decision; we will not act for ourselves in anything. If any villages quarrel or collect a mob we will have nothing to say to it. If there should be a government thanna now or hereafter, as they shall tell us so will we do.

ARTICLE 6.

Our lawful dues,* Girass, wanta, vole daan rukhoopa, whatever we have always enjoyed, and claim either in the Company's districts, or in talookdars' or zemindars' lands, we will give a detailed account of such to government; and as government shall provide for its payment, we and our children, to the latest posterity, shall abide by. What government will give we will receive with gratitude. Should there be any boundary dispute it shall be referred to government; what shall seem reasonable to Government to decide we will agree to.

ARTICLE 7.

If any Girassia shall come to live in our talooka and shall not receive his Girass, runwutia,† pusaeta,‡ we will inform Government, but will not allow him to proceed to violence direct; if we fail in this, and anything happens in consequence, we will be answerable, or we will hand over such Girassia to Government. We will take care that no servant of ours while in our service, being discharged, shall, under pretence of claims on us, create any disturbance, be he Rajpoot, Koolee, or other, or we will be answerable.

* For further measures taken for the protection of these guaranteed rights, see Baroda, page 83.

† Blood compensation.

‡ Land held free of rent.

ARTICLE 8.

We will not impede any merchant or traveller going or coming; we will protect the roads. If any loss is incurred in our boundaries we will expel and hand up the author to government and be answerable. We will not levy more than ordinary transit dues on any persons.

ARTICLE 9.

Should there be any sebundy, horse and foot, in our service, whether Sindees, Arabs, Mukranees, or other foreigners, we will discharge them; and we will not maintain foreigners in future, nor allow others to do so. If we shall be proved to do so hereafter we will be answerable, and we agree to any punishment government may inflict.

ARTICLE 10.

Should we have given to any one from our paternal estate or shares of our brotherhood any Girass, wanta, pusaeta, in payment of loan or compensation of blood, or inam, we will not resume without repayment or compensation.

Any Girass or land given for the maintenance of our brothers or relatives which they have always enjoyed shall not be resumed; if in these things there should be any dispute it shall be referred to government, and any reasonable order obeyed.

ARTICLE 11.

If any one in the Company's service, or any troops, be coming or going, we will guard and watch them while on our boundaries, and, according to the custom of the country, will give them guides and guards to escort them beyond our boundaries.

ARTICLE 12.

If the Koolies of our boundaries have any horses it shall be made known to government, and as orders shall be received they shall keep them or not. If we offend government, and government take our horses from us we can lay no claim on that score.

ARTICLE 13.

We will not allow any one to smuggle opium without a perwannah from government sealed. Should it be attempted we will seize it and report it to government, and as government shall order so will we do.

ARTICLE 14.

If any mehta or sepoy shall come to superintend at our villages we will show all our papers and accounts, and will not refuse.

ARTICLE 15.

For any past robberies, if any footsteps have been brought to our village, or the thief is proved to be in our village, or the stolen goods are proved to be in our village, we will restore the whole, and be answerable to government.

ARTICLE 16.

Besides the above Articles we will obey any orders of government. If for any money matters, or any business, or to give evidence, any person is required, we will produce him.

In this manner we have written sixteen Articles, and we and our posterity will abide by them; if we fail herein we will abide by such punishment as government may inflict. For adherence to these Articles our country and lands, Girras and revenue, are our securities for our good conduct. Bharote

* * * of the pergunnah * * is fa'el zamin, hazir zamin, and mal zamin, and Thakoors * * * of * * * are our counter-securities, together with their villages. As above written every year and for ever these shall be answerable and make us so.

No. CXXI.

1848.

TRANSLATION of an AGREEMENT entered into by SREE MAHARAJ KURUN SING, KOOR PIRTHEE SING, and TUKHT SING of AHMEDNUGGER, with SREE MAHARAJ GUMBHEER SING of EDUR, on the amicable settlement of their mutual claim to the BAYER PERGUNAH, viz.—

ARTICLE 1.

Whatever revenue realised from the talookas of Ahmednuggur, Morasa, and Megraj, and from the villages of Saberkaunta, together with whatever claims for *ketcheree* and *salamee* we may have on the Brahmins and Girassias of the above three talookas, and which we have enjoyed from former times, to remain in our possession, retaining also our right on Suchodur and Peplodur.

ARTICLE 2.

You have with your free will and pleasure bestowed on us the Morasa and Megraj talookas: these we will enjoy.

ARTICLE 3.

The Bayer pergunnah, which Ameer Singjee enjoys, and regarding which we have come to the following amicable understanding:

Whatever revenue may be collected from Bayer, Rupees 1,501 to be paid yearly to Kakajee Wagheljee and her two daughters for their maintenance; of the balance remaining one-third to be ours, two-thirds yours, to be divided according to the sum realised. The share given to you will remain yours as long as sun and moon may endure. Should Waghela Kakajee die, or her daughters Phuljee and Phurjee marry or die, then the sum allotted for their maintenance to be divided amongst us, two-thirds yours, the remaining third ours.

ARTICLE 4.

We empower you to marry the three Baees, Ajujee Lall, Phuljee Lall, and Phutjee Lall, to whomsoever you please. We will pay Rupees 7,001 on account of the expenses of the marriage; any sum exceeding that must be paid by yourself. The marriage and household expenses of Ajujee Lall you must yourself defray, with it we have nothing to do: the sum of Rupees 7,001 we give but once, and only on the condition that you effect their marriage. If they remain unmarried then that sum is not to be paid. The marriages of Ajujee Lall, Phuljee Lall, and Phutjee Lall being effected by you, the amount above-mentioned will be paid by us.

ARTICLE 5.

The talooka of Kuntaloo Bara, including fines, property, customs, ketcheree, vera, etc., together with whatever may be produced therefrom, we have bestowed on you with the ghasdana. We will never make any claim thereto. Enjoy the same from one generation to another; for as long as the sun and moon may endure so long will it be yours, neither I nor any who may succeed to me will prefer a claim thereto.

In this way have we, being in full possession of our faculties, and with our free will and consent, and through the instrumentality of Colonel Ballantyne, entered into the conditions of this agreement, which will be respected accordingly. We will give no encouragement to the haramkores of your country, and you must not afford any to ours. The enemies of both talookas to be the mutual enemies of each. I will enjoy the putta of Wurragaum, which is under Morasa; you may take back all lands, villages belonging to Hursal, which may have been forcibly taken possession of in Wurragaum. There shall be no obstruction from me. Whatever claims Hursal may have in Purosum shall be settled. The ghasdana of Dawaree Veerawala, which is included in the tribute paid by Edur, we will pay to you yearly. What is above written shall be respected, and Sree Samlajee is offered as a guarantee that no difference will occur hereon, which will be respected even as the words of a holy man.

Sumvut 1883, Bysack Soodh 10th, Shunewar, Camp Edur.

(Sd.) MAHARAJ KURUN SING.

„ KOOER PIRTHEE SINGJEE.

„ TUKHT SINGJEE.

Above written is correct.

Written by DESSAEE OCHUL KUTTOO by order of MAHARAJ KURUN SING.

Witness OOTEGURN RAM JEEWAN RAM,

by order of the Huzoor.

SADRA, }
The 4th May 1843. }

BHAROTE OOMED SING BUNNEE SING.
KUMPAWAT PIRTHEE SING.

No. CXXII.

TRANSLATION of a PAPER addressed to CAPTAIN OUTRAM, ACTING POLITICAL AGENT, MAHEE KANTA, by MAHARAJ PIRTHEE SINGJEE KURUN SINGJEE—1836.

In your letter to me, dated 18th February 1836, you informed me that it was the intention of the British Government to restore my throne and kingdom to me if I would subscribe to certain conditions therein enumerated; to these conditions I agree as follows :—

ARTICLE 1.

I will abide by the said agreement that was entered into in 1812 with the British Government.

ARTICLE 2.

From this time forward neither I nor my children nor my posterity will perform the ceremony of suttee.

ARTICLE 3.

I will appoint a respectable and active minister to manage the business of my State, subject to the approval of the British Government.

ARTICLE 4.

I will pay my ghasdana and any balance that may be due to His Highness the Guikwar through my Nishadar Oomed Sing Bharote, of Putton, and in future I will continue my nisha as heretofore.

ARTICLE 5.

The expenses of the individuals confined at Sadra on account of the suttee shall be defrayed by me.

ARTICLE 6.

I will retain no Arabs, Mukranees, Purdessies, or others, whether horse or foot, except those that are old servants of my house.

ARTICLE 7.

If there should be any quarrel between any of my Thakoors and any village, I will make known the same to the Political Agent, and as he shall advise so will I do.

ARTICLE 8.

I will not attack the Thakoor of any village without the permission of the Political Agent.

ARTICLE 9.

My minister Mahadjee Soobhavut is guilty in the affair of the suttee. I will not give him shelter within my territory.

I will act according to what I have written above.

In Maharajee Pirthee Singjee's handwriting.

What is written above is correct.

AHMEDNUGGUR, }
18th February 1836. }

(Sd.) TUKHT SINGJEE.

No. CXXIII.

TRANSLATION of an YADEE, dated 28th October 1861, passed by the EDUR DURBAR when MAJOR WHITELOCK was POLITICAL AGENT in the MAHEE KANTA.

1. The duty on Marwar salt by way of Poseena amounts to Rupees 250, and the duty on other merchandise taken away in exchange for the salt from this Putta amounts to Rupees 1,000, altogether Rupees 1,250, but from the stopping of this salt and the consequent decrease of other merchandize taken from the Putta, I claim Rupees 700 as compensation for the salt which comes by way of Poseena, and Rupees 300 is the revenue derived from the duty on the salt in Kheroje, for this I claim Rupees 200.

The duty on salt which passes into the territory of the Edur State amounts to Rupees 1,000, for this I claim Rupees 700, altogether Rupees 1,600. To please the Sircar I have only shown what is due on account of compensation for salt alone, but the revenue derived from the duty on salt is fluctuating, therefore in exchange for the duty on salt which comes by way of Poseena, I should get a jaghire, so that in future I should receive no hindrance.

2. After the arrangements about the salt are completed, should any one bring salt from Marwar *via* Poseena and other places into my State, and if such person is arrested by Sircar's men and handed over to me, I will put under attachment the carts or bullocks on which such salt may be, and have it sold by auction, and divide the proceeds into three shares, of which one share will be given to the person who gave the news thereof, and one share will be given to the sepoy of the Sircar's Chowkee and to the Karkun, and half of one share to the Talookdar in whose territory the capture is made, and the balance will be taken by my State, and beyond this the Sircar will not be troubled in the matter.

3. After these arrangements are made, and six months after a proclamation has been promulgated that salt from Marwar is not to be brought into

my territory; if any Sircar's official informs me that there is such salt from Marwar in any one's house or shop or other place in my State, I will attach and have it sold by auction, and the amount derived from the sale will be disposed of as laid down in the 2nd paragraph; but if before the six months

has* expired any one informs me that either in his house
 * S. O. or shop there are a certain number of maunds of salt, and that he is not able to sell it within the six months, then should purchase it at the rate obtaining then, if not then a Sunnud should be given to the owner permitting him to sell the salt, and after it has been sold the Sunnud should be taken back.

4. The inhabitants of my talooka obtain Marwar salt at a low price, and when that is put a stop to in case salt at an equally low rate cannot be obtained from the Sircar's salt pans. My subjects are not rich, so the Sircar should fix a price and enable them to obtain salt from the Sircar's salt pans at about the same low rate they at present get the Marwar salt at, so that they may not feel aggrieved or suffer loss.

In order to assist the Sircar in making the arrangements for the prevention of salt passing into my State from Marwar I have written as above, therefore if arrangements are made in accordance with what is written above then I acquiesce, therefore I should receive from the Sircar an agreement to the above effect, and I will make arrangements as above about the salt.

28th October 1861.—Edur.

True translation,

SADRA, }
 The 31st May 1873. }

(Sd.) P. H. LE GEYR,
 Acting Political Agent.

TRANSLATION of a LETTER from MAHARAJA JOWAN SINGHJEE of EDUR to CAPTAIN J. BLACK, POLITICAL AGENT.

After compliments.—Your letter of the 22nd May last on the subject of the exclusion of Marwar salt I received, and I replied thereto on the 24th idem, on which you again wrote to me on the 26th idem, and to that letter I replied on the 2nd ultimo; after that my Karbaree Kevulram and Sirdar Thakoor Urjun Singjee being with you at Sadra, you requested them to ascertain the price at which I required the salt should be sold by Government, so as to be cheap enough for the Edur Sunsthan ryots: on this, Karbaree Kevulram and Thakoor Urjun Sing represented to you that I had on a previous

occasion presented a yad* and that if Government were
 * 28th October 1861. to give the salt at Anwarpore gratis even, it could not be supplied at a rate such as would suit the Edur ryots, but that the salt should be supplied at the rate of one anna per (Bengal) maund, to which you

replied that you wished me to put in writing what terms I wished for the information of Government. My reply is as follows:—

1. You informed me at Edur that Government had sanctioned compensation to me at the rate of Rupees 1,600 per annum, provided I should agree to exclude Marwar salt, but I, from the first, informed Major Whitelock that I required a jaghire of that value, on which that gentleman wrote to the Dufturdar, Mr. Heera Lall Balcrishna (then at Edur), to inform me that when the division should take place of the co-shared villages that matter would be considered, and you also told me so; and in receiving compensation as you are aware many difficulties arise, and you are aware too that my receipts on account of dan are of a fluctuating kind, just like the revenues of a village, and should I receive compensation I might be annoyed with Government taxes, and the way to avoid all such annoyances is to give me a jaghire, therefore as before requested let a jaghire be given of the value of Rs. 1,600.

$\frac{1}{2}$ to Informer.

$\frac{1}{2}$ to Government servants.

$\frac{1}{2}$ to Maharaj of Edur.

2. I stipulate for the division of smuggled salt that may be seized according to the scale I agreed to in my yad of 28th October 1861.

3. You informed me that Government wished that all cases of smuggling should be made over to the Political Agent for disposal by him, but should any offence, such as smuggling, be committed, it should be disposed of by me if it occurs within my jurisdiction.

4. With regard to any Marwar salt which may be in the houses of my ryots after the Marwar salt has been declared contraband, I require that the provisions of the 3rd paragraph of my former yad may be observed, *viz.*, that from the date of the proclamation excluding Marwar salt, six months may be allowed to my bunyas and others to dispose of any Marwar salt they may have.

5. Should Government give me compensation in jaghire instead of money, I agreed in my letter of the 1st June to take salt if it were given at such a price as would enable the ryots to purchase it at the same rate as Marwar salt, but to please Government and on condition that the price shall never be raised, and that sufficient salt be given at that price for all the inhabitants of my Sunsthan, on my order to the person in charge of the salt work, and on condition that Government give me a Sunnud granting me these conditions, I agree to take salt at one anna per Bengal maund.

True translation.

EDUR,
The 2nd July 1862. }

(Sd.) J. BLACK,
Political Agent.

True copy.

(Sd.) P. H. LEGETT,
Acting Political Agent.

TRANSLATION of a LETTER from the RANA of DAUNTA to MAJOR WHITELOCK, POLITICAL AGENT, MAHRE KANTA, dated the 20th February 1857, No. 341.

After compliments.—On receipt of your letter No. 4245, dated the 15th November 1856, and other letters Nos. 4326, 53, 272, and 473, on the subject of putting a stop to salt being brought from Byatra and Bakeysir through my taluka and of my relinquishing my right to take the duty on this salt on receiving compensation in lieu of it from the Sircar, I sent to your presence my Vakeel, Narotamdas Ijatram, and I have received a letter from him, telling me what instructions he has received from you, and therefore I now write:—

1st.—On Wallace Sahib requesting it, I had formerly furnished a statement showing the receipts on account of revenue from duty on salt for 15 years from 1892 to 1905 Sumbut. After this at your request a statement shewing receipts of revenue on the same account from 1908 Sumbut to 1911 Sumbut was sent to you.

From the improvements in the roads and better arrangements for the safety of travellers, the receipts for the four years are considerably larger than those for the 15 years, which will be perceived by you, and I am hopeful that through proper arrangements the revenue in every way will be increased, so that to relinquish my right to take the duty on this salt and to take in exchange a fixed sum is not what I wish to do at all, but as it is the wish of the Sircar I do not wish to oppose it, so to please the Sircar I agree.

In the statement of the receipts for salt revenue for four years, namely, from 1808 Sumbut to 1811 Sumbut before furnished, there is not mentioned the amount of duty on salt which the Bheels and other poor people of my talooka had been excused from paying, and if this duty were to be taken from them at any time again, they could not deny them liability to pay it, but when the Sircar fixes a certain sum as compensation, then it can neither be increased nor lessened, therefore you should take the revenue I receive on account of the duty on salt into consideration, and estimate its amount at an increased rate, but should you not be disposed thus to increase it, then for such a trifling amount I am not willing to give you trouble.

If an average is taken of the receipts on account of revenue from duty on salt for the four years from Sumbut 1908 to Sumbut 1911 it gives one of Rs. 31 per annum, for which sum I beg you will make an arrangement, and on receiving your reply I will cease from taking duty on salt, but for the sake of my subjects I feel it necessary to state as follows for your favourable consideration—that when the Palanpur Dewan and Thakoor Therad agreed to stop taking duty on salt and to receive in exchange a fixed sum, it was settled by the Sircar that they should obtain as much salt as was required for the use of their subjects from the salt pans of the Sircar, and that the price of it should be somewhat lower than the price then obtaining. I beg you will

write to the Sircar and make a similar arrangement for my subjects, and I am hopeful if you do thus write that the Sircar will give its consent.

Favour me with correspondence.

Metee-Mah wad 11th War Shooker 1913 "Sahi."

True translation.

SADRA,
The 31st May 1873. }

(Sd.) P. H. LEGREY,
Acting Political Agent.

TRANSLATION of an AGREEMENT passed by the THAKOOR of
SAMEYRA to MAJOR WHITELOCK, POLITICAL AGENT, MAHEE
KANTA.

Written by the Thakoor of Sameyra, Becharji Savji, as follows:—

It is the wish of the Sircar to make arrangements to prevent salt from Marwar and places of another jurisdiction being brought into the Mahee Kanta. If the Sircar makes such arrangements then I agree to prevent salt being brought through my State from places of another jurisdiction, but in consequence of this I shall be a loser, therefore in exchange for the duty on said salt, I am willing to take as compensation annually Rupees 35 of the Bombay currency, so from the date the Sircar orders it I agree from that date to stop salt from places in another jurisdiction passing through my territory, and from that date I should receive annually Rupees 35, and if the Sircar makes arrangements for preventing salt from places in another jurisdiction passing through my territory, and if the Sircar orders me to see to this and to help in the matter, I will act up to such orders.

Shrawan wad 11th Sumbut 1917 "Shaniwar," 13th August 1861.

SADRA.

(Sd.) THAKOOR BECHARJI SAVJI.

Written by Parick Lallu Pitambardas of Attursumba, at the wish of the principal.

Given before me at Sadra on 31st August 1861.

(Sd.) C. R. WHITELOCK.

True translation.

SADRA,
31st May 1873. }

(Sd.) P. H. LEGREY,
Acting Poltl. Agent, Mahee Kanta.

TRANSLATION of an AGREEMENT passed by the THAKOOR of POL to MAJOR WHITELOCK, POLITICAL AGENT, MAHEE KANTA, dated 9th September 1871.

After compliments.—The Sircar's Hoozoor Karkoon, Amrut Lal Gulabchand, has informed me of the wish of the Sircar to prevent salt passing into and from the Mahee Kanta from Marwar and other places. I agree to the wishes of the Sircar and beg to write that no salt passes through my Putta of Pol into the Mahee Kanta from the salt pans in Marwar and places of another jurisdiction, and as it is the wish of the Sircar, I agree and write that for the future I will put a stop to any salt being taken from the salt pans in Marwar and places of another jurisdiction through my Putta of Pol into the Mahee Kanta, nor will I allow it to be brought into the Putta.

Salt is brought from Marwar and other places for the use of the people in my villages by way of Poseena Putta, and other places passing through the villages of Edur, and passing through my Putta it is taken into Meywar and Wagar and other Zillas. The duty on this and on the salt from the Sircar's salt pans passing through my Putta is received by my Durbar. A statement showing the receipts for five years from Sumbut 1912 to Sumbut 1916 is sent. The Sircar will take this into consideration, but I wish to mention that except transit duties there is no revenue in my Putta, so if the Sircar will take this into consideration and will make an arrangement to give me compensation yearly I will agree to it, and stop taking the duty on the salt from Marwar and other places in Rajasthan which comes into this Putta through Edur and other places, and which passing through my Putta goes into Meywar, Wagar and Malwa, and will not allow it to be brought into or taken through my Putta.

In this manner if the salt from Marwar and places of another jurisdiction is stopped from being brought, you, Sir, should make arrangements for a sufficient quantity of salt for the use of my subjects to be obtained at low rate from the Sircar's salt pans.

In the above manner I have agreed and write this agreement. The Sircar therefore should order as it thinks fit, so that the order may be carried into effect.

The 9th September 1861, Bhadarwar Sud 5th Sumbut 1917 "Warsome."

(Sd.) THAKOOR LAKHMAN SINGJEE,

True translation.

SADRA, }
The 31st May 1873.

(Sd.) P. H. LeGEY, }
Acting Poltl. Agent, Mahee Kanta.

TRANSLATION of an AGREEMENT passed by the RAO of Pol to
MAJOR WHITELOCK, POLITICAL AGENT, MAHEE KANTA,
dated 12th September 1861.

After compliments.—The Sircar's Hoozoor Karkoon, Amrut Lal Gulabchand, has informed me of the wish of the Sircar to prevent salt passing into the Mahee Kanta from Marwar and other places of another jurisdiction. I agree to the wishes of the Sircar and beg to write that no salt passes into my territory from Marwar and other places of another jurisdiction, nor does it pass into the Mahee Kanta, and as it is the wish of the Sircar I agree and write that for the future I will not allow any traders or others to pass and repass with salt from Marwar and places of another jurisdiction through my State of Pol into the Mahee Kanta, and I will stop them from doing so.

Bunjaras and other traders bring salt from Marwar and places of another jurisdiction for the use of the people in my villages by way of the Poseena Putta, and thence through the villages of Edur, and then passing through my territory take it for sale into Meywar and other zillas, and my Durbar enjoys the revenue from the duty thereon, and I send a statement showing the receipts for five years from Sumbut 1912 to Sumbut 1916, and after taking them into consideration whatever the Sircar orders I will agree to. Further about (800) eight hundred maunds of salt are required for the people of my Putta; if the Sircar will arrange that this may be obtained at a low rate from Sircar's salt pans, and give orders to that effect, then I will put a stop to the bringing of salt into my State from the Edur villages and to it passing from my State into the Meywar Zillas.

Should any trader avoid paying duty to the Sircar and pass through any of the villages of my State, I will have him apprehended and will hand him over to the Sircar, but should any one thus avoid paying the Sircar's duty unknown to me I must not be held responsible.

In the above manner I have agreed and write this agreement, the Sircar therefore should do as it thinks fit.

*12th September 1861, Baderwa Sood 8th Sumbut, 1917, "War Geraoo"
Wazeanugger.*

(Sd.) THAKOORJEE NUVULSINGJEE.

True translation.

SADRA,
The 31st May 1873. }

(Sd.) P. H. LeGEYT,
Acting Poltl. Agent, Mahee Kanta.

TRANSLATION of an AGREEMENT passed by the THAKOOR of
DEYROLE (WAGEYLA) to MAJOR WHITELOCK, POLITICAL
AGENT, MAHEE KANTA, dated 13th September 1861.

After compliments.—My request is that the Sircar's Hoozoor Karkoon, Amrut Lal Gulabchand, has informed me that it is the wish of the Sircar to

prevent salt passing into the Mahee Kanta from Marwar and places of another jurisdiction. I agree to the wishes of the Sircar, and beg to write that no salt passes through my Patta of Deyrole to the Mahee Kanta from Marwar and places of another jurisdiction, and as it is the wish of the Sircar I agree and write for the future I will put a stop to any salt being taken by any trader, etc., through Deyrole or any of its villages into the Mahee Kanta from Marwar or places of another jurisdiction.

Salt is brought from Marwar and other places by way of Poseena Putta, and passing through my village of Radeewar is taken into the villages of Edur, and so on to Wazanagar and Pal, and it is also used by the inhabitants of my Putta.

For the salt which comes from places in other Rajasthan and passes through Radeewar I obtained a light duty, but I keep no account of it; however the receipts per annum are about Rupees (51) fifty-one. If the Sircar will take this and the fact that about (900) nine hundred maunds of salt are required for my subjects into consideration, and that you will make arrangements for me to obtain salt at low rate, I will stop taking duty on and prevent the salt being brought through my taluka into Edur and other zillas from Marwar and places in another jurisdiction by way of Poseena Putta.

Further should it come to my knowledge that any one is attempting to avoid paying the Sircar's duty and is taking away salt, I will have him apprehended and will hand him over to the Sircar, but should any one thus avoid paying the duty unknown to me then I must not be held responsible.

In the above manner I have agreed and write this agreement. The Sircar therefore should do as it thinks fit: this is my request.

13th September 1861, Baderwa Sood, 9th Sumbut 1917.

"War Shukar."

"Deyrole."

(Sd.) THAKOORJEE, MOHOBATSINGJI
SUBULSINGJI.

True translation,

SADRA,
The 31st May 1873. }

(Sd.) P. H. LEGEY, T,
Acting Political Agent.

TRANSLATION of an AGREEMENT passed to CAPTAIN BLACK, POLITICAL AGENT, MAHEE KANTA, by the THAKOOR of DEYGAMRA, dated April,—1862.

Written by Jessji Katooji Patwee Kooer of Thakoor Katooji Ujumji of Deygamra in behalf of the said Thakoor as follows:—

It is the wish of the Sircar to make arrangements to prevent salt from Mewar and places of another jurisdiction being brought into the Mahee Kanta.

If the Sircar makes such arrangements then I agree to prevent salt being brought through my State from places of another jurisdiction, but in consequence of this I shall be a loser as to the duty on the said salt, therefore in exchange for this duty I am willing to take compensation annually Rupees 10 of the Bombay currency, so from the date the Sircar orders it I agree from that date to stop salt from places in another jurisdiction passing through my territory, and from that date I should receive annually Rupees (10) ten, and if the Sircar makes arrangements for preventing salt from places in another jurisdiction passing through my territory, and if the Sircar orders me to see to this and to help in the matter I will act up to such orders.

Chaitor Wad, Sumbut 1918, April 1862.

WAR.

EDUR.

(Sd.) In behalf of THAKOOR KATOOJI UJUMJI

KOOER JESSINGJI KATOOJI,

written by himself.

Witness.

(Sd.) PATEL ABECHAND SHAMBOO of JOTANA,

written by himself.

(Sd.) PATEL DWARKA PUNJA of JOTANA,

written by himself.

(Sd.) J. BLACK.

True translation,

SADRA, }
The 31st May 1873. }

(Sd.) P. H. LEGEY, }
Acting Political Agent, Mahee Kantha. }

No. CXXIV.

TRANSLATION of an AGREEMENT between the EDUR STATE and the BRITISH GOVERNMENT—1874.

The following are the Articles of Agreement between the Edur Durbar and the British Government.

The river Hathmatee is near Ahmednuggur. The Honourable Government's order No. 3509, dated 16th December 1868, in the matter of the canal from it, has been received. It is directed therein that the consent of the Maharaja of Edur should be obtained to the construction of a weir in the river, and of a canal through the Edur limits. The undermentioned agreement has been passed in the matter :—

1. In the plan there is the red line D C, showing the site on which the weir is to be built in the river. It should be built there. The Engineer first searched for a site for constructing (a weir on) and found out the afore-said site. It is on the east and at the distance of about 350 feet.

2. By building the weir on the above-mentioned site D C, the whole of the water of the river will be confined, and the inhabitants of Moujey Parbuda and other villages within the jurisdiction of Edur, and the Sabar Kanta villages which are situated along the bank of the Hathmatee river until its junction with the Sabar river, will not get water for drinking and for irrigating their land with. Government have therefore agreed to keep an outlet for water on one side of the weir, in order that people may get water for drinking and irrigating their land with, in view to cultivate the same.

3. The Karbaree of the Edur Durbar stated certain objections to the building of the canal from near the town of Ahmednuggur. Government thought that it would be better if the canal within the limits of Edur be excavated agreeably to the Durbar's wishes. Thereupon the Karbaree of the Edur Durbar expressed his desire to have the canal built from another site and showed the same in the plan. When an enquiry was made about that line, it was found that the building of the canal in that line was highly objectionable, and that therefore it could not be built. Afterwards one line was fixed for the construction of the canal. It is shown under C, E, F in the plan, and the line in which it was first proposed to build, the canal joins it. From thence the mark from F to G is made in the plan. The Edur boundaries continue as far as that. The Engineer had first fixed this site. Edur boundaries terminate at the mark G.

4. The line of the site for the land shown above is from north to south. There are roads crossing the line (between the two points). In order that the said roads may not be interfered with, it has been decided to construct three bridges over them. The sites of the bridges will be determined by the Political Agent and the Engineer. The bridges will be constructed at the expense of Government.

5. Water will be supplied from the canal during twelve months in the rubbee, khareef, and hurree seasons to the land under the jurisdiction of the Durbar, in the same manner in which it has been decided to supply water to the cultivators of the villages belonging to Government. No huck or allowance will have to be paid to Government for taking the water. But as regards the quantity of water to be given, it is to be stated that the cultivators of the villages under Edur will be allowed to take water in the same proportion in which those under Government will be allowed to take water for their land.

6. Owing to the construction of the weir, water will accumulate for certain miles in the river. The people will therefore find it difficult to ford the river, and the cultivableland in the river will be submerged under water, in consequence of which loss will be sustained. With reference to this, Government have agreed that so long as the river is unfordable, that is to say, until the river is filled up with sand and kuruss (mud?) and becomes fordable as now, a double boat capable of conveying men, cattle, carts, &c., &c., will, as written by the Political Agent, be maintained at the expense of Government. By this means the inconvenience felt by passengers in going and coming will be removed.

The cultivable land in the river will, owing to the weir, be submerged under water; the produce of the said land will be taken into consideration. An average thereof will be taken, and compensation for the proportionate amount that may be found for one year will be paid annually by Government, and thus until the land by the kuruss (mud?) and sand being dried is hardened and becomes as it is now, Government will pay compensation until that time.

7. By the construction of the weir, as mentioned above, in the river, there will be an accumulation of water therein. The cultivators under Edur have a right to convey water therefrom to raise crops on their lands. But in what manner and quantity should water be taken? The provision about taking water from the canal is stated in the preceding 5th paragraph will be allowed to be taken in accordance therewith.

8. If, in consequence of the construction of the weir in the river as stated above, the river is much flooded and loss is thereby occasioned, compensation for as much loss as may be caused will be paid by Government. If peradventure the river be flooded to such an extent as to oblige the inhabitants of Dhanda and other villages on its banks to remove their houses, &c., the loss will be made up by Government according to the estimate thereof framed by the Engineer.

9. A place will be required for the residence of the Engineer. The Durbar will give ground bighas 5 (five) for it without taking any price. Government will pay the cost of the bungalow or any other building which may be required to be erected thereon.

10. Land one hundred yards wide within the limits of the Edur Sans-than has been given for the canal. As shown in the plan the length of the land commencing from the mark C on the south side of the Hathmatee river extends as far as the mark G. The Political Agent or the Assistant Political Agent in charge of Edur is authorized by the Edur Durbar to enquire into and determine any revenue or criminal case that may arise within the aforesaid locality, and the British Government has consented to this delegation of authority and the exercise thereof by the Political Agent and the Assistant Political Agent in charge of Edur, agreeably to such orders as may from time to time be issued by His Excellency the Governor in Council of Bombay.

Dated Sansthan, Edur, 20th July 1874.

The Signature of MAHARANEESSEE

HALEESSEE SA.

(Sd.) VENAYEK WASSOODEW,
Oriental Translator to Government.

(True copy.)

(Sd.) S. MACDONALD,
Superintendent,

No. CXXV.

*2nd November 1881.***AGREEMENT between the BRITISH GOVERNMENT and HIS HIGHNESS the MAHARAJA of IDAR.**

Whereas the villages specified in the schedule hereto annexed and situated in the Ahmedabad Collectorate in the Presidency of Bombay have been since the year 1818 A.D. and now are part of British India, but the Idar State has received a share of the revenue of the said villages; and whereas a certain annual sum of Rs. 1,600 is payable by the British Government to the said State as compensation for the loss of certain salt dues on the Marwar frontier of the said State which were relinquished by the said State at the request of the said Government; and whereas the said Government and the said State, being desirous of separating their interests in the revenues of the said villages and providing for payment of the compensation payable as aforesaid, have agreed that the said State shall grant and transfer to the said Government its share in the revenues of the villages specified in Part A of the said schedule, and that the said Government shall cede and grant to the said State the villages specified in Part B of the said schedule; and whereas the Secretary of State for India in Council has, by order of Her Majesty the Queen of Great Britain and Ireland and Empress of India, sanctioned the cession of the villages specified in Part B of the said schedule.

Now it is hereby witnessed that—

1. His Highness the Maharaja of Idar doth hereby grant and transfer to the Governor-General of India in Council all his rights, interests and share to and in the revenues of the villages specified in Part A of the schedule hereto annexed.

2. The Governor-General of India in Council, with the sanction hereinbefore recited, doth hereby cede and grant to His Highness the Maharaja of Idar, his heirs and successors, the villages specified in Part B of the schedule hereto annexed, to hold the same on the terms and subject to the rules and conditions on which he holds the rest of his territory; and the said villages shall cease to be part of British India, and shall become part of the Idar State on and from the second day of November 1881.

3. His Highness the Maharaja of Idar doth hereby for himself, his heirs and successors, promise and agree that he and they will respect and protect all existing rights in the villages hereby ceded, and in particular the rights of the Thakor of Gabat in the village of Gabat.

And whereas the Thakor of Man is at present in possession of the share in the revenues of the village of Punsri (being one of the villages specified in Part A of the schedule hereto annexed), which share has been hereby transferred by the said State to the said Government. And whereas such share is valued at Rs. 742 per annum, and it is desirable that the said State should compensate the Thakor for the loss of the said share.

4. It is hereby agreed that the said State shall grant to the Thakor of Man, in lieu of the share in the revenues of the village of Punsri, of which he is at present in possession, land yielding an annual revenue of not less than Rs. 742 in some village in the said State convenient to both parties. And whereas the amount of revenue to be received annually by the said State under the cession of territory hereby made to it will exceed by the sum of Rs. 672 per annum, the amount now annually payable to the said State on account of its share in the villages mentioned in the said schedule and of the compensation hereinbefore referred to, and it is desirable that some arrangement should be made for the annual payment by the said State to the said Government of the said excess sum of Rs. 672.

5. It is hereby agreed that the said Government shall, without regard to the amounts actually collected from any of the said villages, deduct annually the sum of Rs. 672 from the compensation payable by the said Government to the said State for the suppression of its transit duties, and the sum so deducted shall be taken by the said Government in payment of the said excess sum of Rs. 672.

MAHI KANTHA AGENCY, (Signed in the vernacular)
(Sd.) CHARLES WODEHOUSE, Major, i.e., MAHARANI SHRI JALJI,
Political Agent, Mahi Kantha. for His Highness the Maharaja of Idar.
The 2nd November 1881, at Camp Idar.

(Sd.) RIPON,
Viceroy and Governor-General of India.

This agreement was ratified by the Governor-General of India in Council at Calcutta on the 6th day of December A. D. 1881.

(Sd.) CHARLES GRANT,
Secretary to the Government of India,
Foreign Department.
(True copy.)

(Sd.) C. WODEHOUSE, *Lieut.-Col.,*
Political Agent, Mahi Kantha.

SCHEDULE.

Being accompaniment to agreement between the British Government and His Highness the Maharaja of Idar, executed on the 2nd November 1881, between Major Charles Wodehouse, Political Agent, Mahi Kantha, on behalf of the former, and Maharani Shri Jaliji, mother of the present Maharaja, on behalf of the latter.

PART A.

Names of villages the rights, interests and share belonging to the Idar State to and in the revenues of which, are granted and transferred to the Governor-General of India in Council by His Highness the Maharaja of Idar, for himself, his heirs and successors.

- | | |
|---------------|---------------------|
| 1. Modasa. | 4. Umed-ni-Muvadi. |
| 2. Harsol. | 5. Gulab-ni-Muvadi. |
| 3. Gambhirpur | 6. Sultanpur. |
| 7. Punsri. | |

PART B.

Names of villages ceded and granted to His Highness the Maharaja of Idar, for himself, his heirs and successors, by the Governor-General of India in Council with the sanction of the Secretary of State for India in Council by order of Her Majesty the Queen of Great Britain and Ireland and Empress of India.

- | | |
|------------|------------|
| 1. Gabat. | 3. Bayar. |
| 2. Waniad. | 4. Choila. |

(Sd.) CHARLES WODEHOUSE, Major, (Sd.) MAHARANI SHRI JALIFI,
Political Agent, Mahi Kantha. for His Highness the Maharaja of Idar.

(True copy.)

(Sd.) C. WODEHOUSE, Lieut.-Col.,
Political Agent, Mahi Kantha.

CXXVI.

OPIUM AGREEMENT of the STATE of IDAR and the THAKUR OF
TINTOI—1883.

TRANSLATION of a LETTER from MAHARAJA DHIRAJ SHREE
KESARISINGJI, of SANSTHAN IDAR, to LIEUTENANT-
COLONEL C. WODEHOUSE, POLITICAL AGENT, PRANT MAHI
KANTHA, No. 1562, dated the 15th November 1883.

After compliments.—With reference to your letter No. 2036, dated the 10th November 1883, I have this day sent (to you) a letter in English, No. 174, and do hereby pass the following agreement to be attached thereto, consisting of 5 articles, in accordance with the draft supplied by you.

1. I shall not cultivate poppy nor allow it at all to be cultivated within the boundaries of my sansthan.

2. I shall purchase opium for my own consumption and for that of the people of my sansthan under a license from the Political Agent, Mahi Kantha, from either Bombay, Malwa, or such other place as Government may from time to time appoint in this behalf.

3. I shall allow opium to be sold at the same rate at which it may, from time to time, be sold in the Government districts, and shall never allow it to be sold at a cheaper price.

4. I shall not allow the importation into my sansthan of smuggled opium, *i. e.*, opium on which the Government duty has not been paid. Government has, in consideration of the above, granted to my sansthan a remission of the duty payable to it (Government). But if I fail to act up to the above conditions, Government may cancel the grant.

5. I shall without fail submit every six months, in the form prescribed by Government, a statement showing the quantity of opium purchased and sold, the balance remaining in hand, &c., and shall cause accounts thereof to be kept in the form prescribed by Government.

I send this agreement, meaning to act in accordance with the conditions written above. Dated Simla, 15th November 1883.

(Sd.) KESARISINGJI,
Maharaja, Sansthan, Idar.

(Sd.) S. P. PANDIT,
Oriental Translator to Government.

TRANSLATION of a LETTER from DEEPSINGJI DOLATSINGJI, THAKOR of TINTOI, to LIEUTENANT-COLONEL C. WODEHOUSE, POLITICAL AGENT, PRANT MAHI KANTHA, No. 1563, dated the 3rd November 1883.

In the year 1878 the British Government made agreements with regard to the non-cultivation of poppy and other matters with all the Talukdars in Mahi Kantha and those of the Idar State, both on and near the (British) frontier. At that time, as I was a minor, Tintoi was under the management of the British Government and therefore no agreement was then made with me. But the said arrangement was applicable to Tintoi. This arrangement has hitherto been carried into effect. But now, I having attained majority, the charge of my State has been made over to me by the Agency. I therefore hereby pass the following agreement with regard to (the cultivation of) opium.

1. I shall not cultivate poppy, nor cause it to be cultivated, nor allow others to cultivate it, within the limits of my (Taluka).

2. I shall purchase and import opium required for my own use as well as for that of the people of my taluka under a license from the Political Agent, Mahi Kantha, from Bombay, Malwa, or such other place as Government may appoint in this behalf.

3. I shall sell opium, and cause and allow it to be sold, at the same rate at which it may, from time to time, be sold in the Government districts, and shall never sell it nor cause or allow it to be sold at a cheaper rate.

4. I shall not import nor allow the importation of smuggled opium, *i.e.*, opium on which the Government duty has not been paid. Neither shall I allow such opium to pass through my Taluka. Government have in consideration of the above granted to me a remission of the duty payable to them. But if I fail to act up to the above conditions, Government may cancel the grant, and no complaint made by me in that matter may be entertained.

5. I shall without fail submit every six months or otherwise, as Government may from time to time direct, a statement in such form as may be prescribed by Government, showing the quantity of opium purchased within the limits of my (Taluka) and the balance remaining in hand, and shall also supply such information as may from time to time be called for by Government in connection with offences relating to opium committed within the said limits.

I accept the above agreement, dated 3rd November 1883. Tintoi.

(Sd.) THAKOR DEEPSINGJI.

(Sd.) S. P. PANDIT,

Oriental Translator to Government.

No. CXXVII.

TRANSLATION of an AGREEMENT executed by BHAROTE SAMUL SING GOMAN SING to the SIRCAR GUIKWAR—1808.

This Agreement is executed with the Sreemunt Maharaj Sena Khas Kheyil Shumsher Bahadoor, that I, Samul Sing Goman Sing, of my own free will and inclination, do hereby stand perpetual security for Choowan Bhattajee Jalljee, of Amliarah, and that I will not permit him or his people, brothers, nephews, relations, dependants, servants, or subjects to commit disturbance or thefts in the Sircar mehals, those belonging to the Punt Prudhan, or the Honourable Company.

Bhattajee shall not offer any annoyance or connive at others doing so in the mehals of Cupperbund, Deogaum, Edur, Ahmednuggur, Mandwa, Moondassoo, Hursool, Puranta, and all other pergunnahs, and he shall also be prevented from disturbing merchants travelling on the road or possessing himself by his own means or those of others of their goods or property.

The delinquents or criminals of the Sircar shall have no asylum with Bhattajee or in his territories, nor will he give them countenance or encouragement; and in the event of any person coming to Bhattajee without the permission or knowledge of the Sircar and the Sircar shall demand him, he shall be delivered up.

In like manner if stolen property should be sold or given to Bhattajee or his dependants without knowing it to be such, the same will be restored on demand. The Mandwa pergunnah which belongs to the Sircar shall not in the most trifling degree receive annoyance or injury from Bhattajee.

Bhattajee is to enjoy his Girass dues from the following pergunnahs in the same proportion as it stood in the reign of the late Futteh Sing Rao Guikwar, *viz.*, Mandwa, Edur, Moondassoo, Ahmednuggur, Cupperbund, Deogaum, Puranta, Hursool, &c.

All new claims for Girass on other villages or places cease from this day. The ghasdana, as settled by Babajee Appajee in his Mahee Kantha Moolookgeeree to be given to the Sircar, shall in future be annually discharged.

Bhattajee and his servants shall faithfully perform the usual service to the Sircar thannah at Mandwa. Bhattajee shall not permit the Koollee of Lohar to reside within the limits of his territories, nor will he allow him or his people of every description even to stop or eat victuals at his villages, nor will Bhattajee's subjects associate with the Lohar Koollees.

I am security and personally responsible that Bhattajee shall conduct himself according to the tenor of this agreement, and if it should ever be

necessary that the Sircar should send mohsuls, the charges and expenses shall be defrayed by me. I am perpetual security.

Wherefore witness my hand.

(Sd.) SAMUL SING GOMAN SING,
Bharote of Cupperbund.

I agree to be arr-zamin for Bhattajee.

(Sd.) RAM SINGJEE TELLECK SINGJEE,
Thakoor of Agloode.

(True translation)

(Sd.) J. R. CARNAC,
1st Assistant.

Dated Sumbut 1804, Aswin Vud 4th, 8th October 1808.

SREE MALSAKHANT.

PERWANNAH of ANUND RAO GUIKWAR SENA KHAS KHEYL SHUM-SHER BAHADOOR to BHATTAJEE of AMLIARAH.

You are to conduct yourself according to your separate writing.

The English Company Bahadoor are your blandary; therefore you must remain quiet in your possessions.

Dated Assum Soodh 15th, 12th Shaban 1804.

Moortub
Soodh.

On the part of the English East India Company.

L. S. of
Major
Walker.

No. CXXVIII.

TRANSLATION of a KHUT of GENERAL SECURITY by the LOHAR ZEMINDAR to the SIRCAR of ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR.—1809.

To wit.—Whereas do we, the Bhats of Cupperbund, *viz.*, Bacher Deep-sing and Veeram Bacher, of our own free will and pleasure, and in behalf of Kotewal Nanajee Jaitajee, and Soortanjee Sirtanjee, and Roopa Gullje, and Adjajee Jallumjee, and Dhunajee Soozanjee, and Oomajee Suttagee, all the six sharers hereof, including also all brothers, nephews, all friends and relations, all the Kooles residing respectively within the separate precincts of each sharer, all inhabitants and those bearing arms, all those residing within the jampa, or town gate, of the said place, and all those who may reside in outer poorahs, designated Mowarah or Warawas, and for the whole of whom we do hereby afford perpetual security with further counter-security, to which fully assenting we have executed this bond to the Sircar, providing on the part of the six sharers and all others concerned, of Lohar, residing within their respective precincts, that in all the districts of the Guikwar dominions, as well as the possessions of the Punt Purdhan and the mebahs of the Honourable English Company, the parties aforegoing shall not commit any act of irregularity or aggression; and further that any fugitive, thief, or plunderer of the dominions of three governments above related, or from the pergunnah Mandwa, or talooka Edur, or Ahmednuggur, or Monassoo, or other place from whence may come a culprit of the Sircar, or person of the description of Bharwuttea, or criminal or ryot who may come to Lohar, shall not be permitted to remain, nor shall be given sustenance, nor be in any way aided or countenanced, nor entertained in the different asylums, nor shall the Kooles of Lohar join, abet, or accompany others of such description in acts of misdemeanour, or plunder, or theft; besides, all such description of persons who hitherto have, unknown to the parties, come and taken up his or their residence, all such person or persons to be given over to the custody of the Sircar; and independent of persons belonging to any of the three aforegoing governments, persons such as merchants from other countries, or Wunzaras or other, or any description of traveller from any quarter, whether going or coming, shall not be impeded at their place of encampment or temporary residence; neither shall the parties concerned instigate others to the commission of irregular deeds, conducting all travellers of whatever description safely to their country; and whereas in regard to the Girass dues of the parties from Deogaum and elsewhere of long standing, and of the time of the late Futteh Sing Rao Baba, the Sircar will make due investigation thereof in view to ascertain the extent of the same, which, after such process, being made permanent to them, they will realize the same in virtue of and according to the Sircar's orders and permission, nor shall they otherwise shew hindrance or injury to the villages; and of all property belonging to any of the three aforesaid Sircars or individuals thereof such as may unknowingly have been brought to Lohar, all such

description of property shall be restored; nor shall the smallest injury be practised on the Mandwa pergunnah; and henceforward are the parties entitled only to the Girass dues of old and established date, all of a later date being herefrom made null; nor shall the parties show hindrance or injury to the ryots in view to obtain from them the Girass already realized by the Sircar, and they shall be strictly confined to the enjoyment of the Girass to be granted to them on obtaining possession of Lohar; and whereas all ghasdana dues from Lohar or its dependencies, as well as jumma bundee, are due to the Sircar, we engage that all such description of public revenue be yearly discharged to the proper authorities without difficulty; and whereas the parties will continue in obedience to the Sircar, and to serve in whatever they may be commanded, and whereas we have become due security for the parties in all acts of misdemeanour, or in making them forthcoming, as provided for in virtue of this our writing to the Sircar, we do bind ourselves duly responsible in all and every particular obligation hereof, and in any instance of default in this our deed of bond, being, as we are, united and equally responsible, and we will further pay all the Sircar monies as well as account for the due appearance of the parties.

Done Sumvat 1866, Kartick Vud 3rd, 1809-10, November.

To which is affixed the following signatures, *viz.*—

Barole Bacher Deepsing.

„ Veerum Bacher.

Ar-zamin or counter securities are—

1. Zallum Khant, of Ghorasur, security for Dhunajee and Gonduljee having both together $1\frac{1}{2}$ share.

2. Kassuria Meya, of Kaumail, security for Suntajee, and Adjajee, and Bhuttajee, having in all $2\frac{1}{2}$ shares.

3. Joorah Meya, of Poonadera, security for Nathjee Jaitajee, having 1 share, making in all 5 shares. One still remains, there being no heir thereto: the concern and its enjoyments rests with the parties above written.

SREE MULSAKHANT.

Sicca.

**TRANSLATION of the PERWANNAH of RAO SREE ANUND RAO
GUIKWAR SENA KHAS KHEYL SUMSHER BAHADOOR to the
ZEMINDARS of LOHAR—1809.**

Nuthoo Jaite, Soortsihjee Seertan, Roopa Gulljee, Ahja Jallum, Dhuhnah Soozain, Oomah Puttah, and others, to wit.

That you did practise a series of aggression on the Sircar dominions, wherefore you are punished, and Lohar, your possession, was taken by the Sircar, whereupon you have been a fugitive for four or five years and suffered much ill; you, however, have lately altered your demeanour, and through the medium of the Honourable Company's Government preferred your petition to the Sircar, stating your errors and soliciting a forgiveness of your faults, and to reinstate you as before to live in quiet at your place, and that you would duly afford all description of security in behalf of your better demeanour; which being the subject of your petition, this Sircar has in its pleasure and in view to that of the Honourable Company's government directed that you be reinstated in your place of Lohar, where you will remain in perfect peace and quiet with your family without erecting fortifications, digging ditches, rearing trees, strong brushwood, or other unnecessary means of defence. All your Girass dues that you were in the habit of receiving in the time of the late Futteh Sing Rao Baba Saheb you will enjoy the same of long standing, and in the due enjoyment of which continue to serve the superior government with all fidelity and due attachment; and whereas you have afforded the required securities and counter-securities in executing a separate bond, according to which you will continue to conduct yourself, in regard to the yearly government dues of the description of ghasdana and jumma bundee, and others, you will duly pay, according to the peculiar custom of such revenues and the forms of the pergunnah. From the time of your flight up to the end of the year of 1865—1808-9, the Sircar has taken all your Girass dues, and on which account up to the same period you are hereby enjoined not to show any hindrance thereon. Your Girass dues are yet to be defined, according to which you will receive them from the commencement of the year 1866—1809-10, being careful to avoid any kind of hindrance throughout the country in view to obtaining more. And whereas in view to your observing such line of conduct as herein provided for, you are allowed the guarantee of Captain James Rivett Carnac, Acting Resident, on the part of the Honourable English Company; you have also the Sircar's kowls.

Done Sumvut 1866, Kartick Vud, 1809-10, 8th November.

Moorub
Soodh.

On the part of the English East India Company.

L. S. of Capt.
J. R. Carnac,
Acting
Resident.

No. CXXIX.

TRANSLATION of BAROTE'S DEED of SECURITY granted by
JOORBAEE THAKOOR of AHYMA, to the HONOURABLE COM-
PANY.—1811.

Granted to the Honourable Company's Sircar by Dulput Kharshunjee Barote of the city of Neriade. Whereas I have of my own free will become security for Baria Joorbaee Goolab Sing, of Ahyma, in the Neriade pergunnah, with all his brothers and other relations, and also his ryots and Rajpoots, Koolees, and sepoyes, and all the armed men, with every other kind of ryot belonging to his share, as also for all the ryots and others inhabiting Bajee-poorah; for all enclosed by the fence and gates, I have become security both for good conduct and appearance; if they shall be guilty of any irregularity or disturbance of the peace, or by instigating others to cause such crimes to be committed, or shall steal or harbour thieves or other incendiaries, or give them any kind of food, or shall permit them to live in the village, and annoy any other person, or cause any to be so, or if any horsemen, armed men, or others belonging to the village, shall go or come with thieves, on their being detected, I will answer for it; if the footsteps of thieves are traced to the village they shall be carried fairly on to the next village; if the Sircar's people come to apprehend them they shall go along with and assist the foot or horsemen; no offender against the Sircar shall be entertained nor shall any irregularities be committed within the dominions of the Honourable Company, or of their Highnesses the Guikwar and Peishwa, and should any of them (inhabitants of Ahyma) be detected in committing any irregularity or disturbance I will deliver them up, and should a complaint be made in the Adawlut against any person for robbery, murder, or on account of debt or other cause, and a mohsul comes upon the defendant, he shall go into the presence, no one shall obstruct his doing so; and also for whatever fields may be held in mortgage the money shall be taken and the field released, and of such Sircar's ground belonging to this or other villages as may be held by sale or mortgage, and cultivated, the urgotee and salamee shall be paid year after year; also no Sircar's land shall be taken either by sale or in mortgage; they will enjoy such Girass or property as may be regularly inherited by them and not create any new; in this way I have become perpetual security, and whatever answer the Sircar may demand, agreeably to this writing, I will, from my own property, make: the above written is true. Joosabhaee Poon-jajee, of Kulwar, has become counter-security; for all this his own property also is responsible; the security and counter-security are equally responsible according to the terms of this writing; the above written is true.

Dated Sumbut 1867, Weishak Soodh 3rd, corresponding with 15th April 1811.

DULPUT KHURSHUNJEE.

TRANSLATION of a DEED of COUNTER-SECURITY granted by
JOOSABHAAE, THAKOOR of AHYMA, to the HONOURABLE
COMPANY, Sumbut 1867, Choitro Vud 13th.—1811.

I, Baria Joosabhaee Poonjajee, inhabitant of Kulwar, with my own hand, write that I have become counter-security for Baria Joorbaee Goolab Sing, of Ahyma, as also all his brothers and relations, and all the ryots of his share, and all the armed men, and all inhabitants within his boundaries, including people of every sort and description without any kind of exception; that in case the Ahyma Baria Joorbaee, or any other person of his share, shall commit any kind of irregularity, or cause any to be committed, I will immediately produce them, as also answer for the crime; for these purposes I have become, year after year, perpetual counter-security to the government of the Honourable Company; the people of every description inhabiting his Bajeepoora, without any exception, are included in this writing.

(Sd.) BARIA JOOSABHAAE POONJAJEE.

No. CXXX.

TRANSLATION of an AGREEMENT entered into by KUNKAJEE
CHUMPAVUT, CHIEF of TITOVEE, and his son LALLJEE, with
CAPTAIN WILLIAM MILES, dated Cheiter Vud 12th, or 29th
April 1821.

ARTICLE 1.

I engage not to rob or plunder in any part of the country, nor be the cause of robbery or plunder, nor will I cause any disturbance.

ARTICLE 2.

I engage not to receive or harbour any outlaw or offender from the territories of the Honourable Company, the Guikwar, or any other part or country, but will seize and deliver up such offender or outlaw without delay or excuse.

ARTICLE 3.

I will not fail to resist persons in opposition to the British Government or the Guikwar to the utmost of my power, and will not give them assistance in any way, but use my best endeavours to cut off their supplies and apprehend them.

ARTICLE 4.

I engage not to enter into any quarrels among my brethren or neighbours, nor will I entertain any foreign troops, as Sindees, Mukraanees, Arabs, etc.

ARTICLE 5.

Whatever quarrels may arise between me and my neighbours I will submit them to the British Government, and abide by its decision.

ARTICLE 6.

I engage to protect the passage of merchandize through my limits, and to conform to whatever regulations may be made by the British Government respecting the collection of customs or transit duties.

ARTICLE 7.

I will not allow any trade in opium except that regulated by the orders of the British Government.

ARTICLE 8.

On Margsir Vud 13th, Sumvut 1875, or the 25th December 1818, I gave security to the British Government, which is still in force, and I engage to conform to the terms of that security and not to deviate from them.

I have subscribed to the above eight Articles, and will strictly observe them. The perpetual security for this engagement is Bharote Khuta Humeer, and Bharote Koosiall Gela, of the town of Etaree, pergunnah Morassa; they will secure the performance of this contract.

(Sd.) THAKOOR KUNKAJEE SING,
and his son LALLJEE.

Securities—Bharote Khuta Humeer, and Bharote Koosiall Gela.

Similar engagements were made with the Chiefs of Dhudalia, Bakrole, Soorpore, Churunwaree, Mohimpore, and Runnasur.

No. CXXXI.

TRANSLATION of the TERMS of SECURITY taken from DOODHOO KAUNT, the CHIEF of GAJUN, and his KOOLEES, dated Bysack Soodh 7th, 1877, or 6th May 1821.

I, of my own free will, do engage to conform to the following Articles:—

ARTICLE 1.

I engage to pay the amount of jumma due by me to government from the year 1875 to 1877, three years, Rupees 40 a year, the whole Rupees 120.

ARTICLE 2.

From and after the year 1878 the Government dues of Gajun shall be assessed, agreeable to the produce of the village, by an inspection of the crops, etc.

ARTICLE 3.

I engage to restore all property proved to have been stolen by the Kooles of my village from the year 1875 to the present day without excuse or delay.

ARTICLE 4.

From this day forward I engage not to rob or plunder in the territories of the Honourable Company, the Guikwar, or in any other part or country, nor will I cause the commission of any robbery or crime, or cause any disturbance. I also engage not to be concerned in any matter from which loss may result to government, but answer all demands upon me as a peaceable subject, and whenever I am summoned by the officers of government I will attend.

ARTICLE 5.

I engage not to join any parties of robbers or plunderers, nor will I give them the least assistance in any way, and if any thieves should pass by my village I will apprehend and deliver them over to government, and will be responsible if they pass my village; I will also keep a watch as far as my limits extend for this purpose. Also if any offenders against the British Government, that of the Guikwar, or any other, should come to my village or its limits I will apprehend them and deliver them up to government. I will not associate with thieves to plunder, and if intelligence of the robberies of any other village should reach me I will give instant information thereof to government, and failing to do so I shall be an offender and answerable for the same.

ARTICLE 6.

I will not cause any hinderance to the passage of merchandize, and will protect the roads to the utmost of my power, and should any property be stolen in my limits I will produce the thief or answer for the amount. If any thief should be traced to my village or limits I will carry on the trace or be responsible.

ARTICLE 7.

I will make known to government what horses I have, and will only keep as many as government shall direct and will sell the rest: if I keep more horses they may be seized by government, I have no claim to them.

ARTICLE 8.

I will obey all orders of the thannadar.

ARTICLE 9.

Besides the above Articles, whatever orders I may receive from government I will obey without fail or fault; also in demands regarding offences whatever orders may be sent by the Adawlut shall be obeyed, and the offenders given up.

I will strictly conform to the above nine Articles.

(Sd.) DOODHOO KAUNT, etc.

Securities—Bharote Girder wulud Gulla, of the village of Bhautkooloo.

Arr-zamins or counter-security—Khaunt Sahiba wulud Khoora, and Tral Fulla wulud Soojee, Chiefs of the villages of Wagheria and Malwan.

A similar engagement was made with the Chief of Autrole.

No. CXXXII.

TRANSLATION of the SECURITY given by the KOOLEE CHIEFS of ANORIA to the BRITISH Government, 1st Jesht, or 1st June 1821.

We, the Chiefs and inhabitants of Anoria, do make this agreement with the British Government, and furnish security to the following Articles:—

ARTICLE 1.

On the 4th Falgoon 1876 Jemadar Yaroo, kamaisdar of Bejapore, took the security of Anoria; this engagement was forwarded to government, and from that day to this all thefts proved to have been committed, or whatever injury may have been done by us, shall be answered and satisfaction made without demur or excuse.

ARTICLE 2.

From this day forward we engage not to plunder, rob, or commit acts of violence in the Honourable Company's districts, those of the Gaekwar, or any other; nor will we cause any such acts, nor be parties to any violence or injury.

ARTICLE 3.

We engage not to join any robbers on any pretence whatever, nor will we afford them any aid or assistance, and should any enter our limits we engage to apprehend them, or should they pass we will be answerable.

We will keep a guard in our limits, and should any offenders against the British or Guikwar Governments enter our town or pass our limits, we will seize and deliver him or them up. We will not associate with thieves; and if information of robbery or crime committed by the Kooles of any other village reach us, we will declare the same to the Sircar, and failing therein we will be held as offenders and answerable.

ARTICLE 4.

We engage not to cause any hindrance to the passage of merchandize and will provide for the safety of the roads, and if any loss should be sustained in our limits we will deliver up the thief or be answerable for the amount. If any thief should be traced to our village or limits, we will carry on the trace, and if we do not we will answer for the loss without delay or excuse.

ARTICLE 5.

We will make known to government whatever horses we may have in our village, and will keep only as many as government may direct and sell the rest; if we keep more they may be seized by government.

ARTICLE 6.

We engage to obey the orders of the thannadar.

ARTICLE 7.

We engage to receive from the Collector or his Agent on the 2nd Pous, Vud whatever Girass may be due to us in the Honourable Company's districts and we engage not to demand such Girass from the Patell or cultivators, nor cause any expense to them; and if we act contrary to this we agree to submit to such punishment as may be ordered or directed, and also to return any money so obtained.

ARTICLE 8.

Two men belonging to the Sircar were murdered by some persons near the village of Nowagaum. We engage to search for the murderers, and if they be of our village we will deliver them over to the Sircar, or should they be discovered by other persons we also engage to give them up.

In addition to the above Articles we engage to obey all the orders of government and to commit no crimes, and in cases of dispute or offence whatever orders may be received from the court of Adawlut shall be obeyed, and the offender delivered up.

We will strictly conform to the above Articles.

Perpetual security, Mal, fael, and hazir zamin—Bharote Puthoo Guma, Ditto ditto—Veera Guma, of Prantej, Poonja Pergunnah, Bejapore.

Arr-zamins or counter-security—Nathajee Sumbhoorathore and Soot Hauttijee, of Meyend; Khaunt Ojumjee, Nurirjee and Sooltanjee Bhanjee, &c., &c., Mohoori; Thakoor Vuktajee Anoopjee, Sungpore; Bhowan Sing Sumtajee, Lakeora; Sewajee Soortajee, Vaugpore.

No. CXXXIII.

TRANSLATION of a DRAFT for a SETTLEMENT of VILLAGE PEACE, etc., with SECURITIES and COUNTER-SECURITIES, proposed by LIEUTENANT-COLONEL BALLANTYNE, to be executed with sundry VILLAGES in the DISTRICT under his CHARGE.

We (the Chief and his relations of every denomination, all the inhabitants, whether of the zillah or the town, or its suburbs, or its outskirt, hamlets, good or bad, all classes) of our free will and accord pledge ourselves to government, under the following Articles of security for good behaviour, for appearance on summons, for payment of dues, and additional security for the efficiency of the above securities :—

ARTICLE 1.

We pledge ourselves to be guilty of no irregularities, to lend our countenance to none, nor to afford any aid, shelter or protection to people of bad character; and in case of their entering our limits we pledge ourselves to do our utmost to apprehend them, that is to say, offenders against the British and Guikwar Governments, and deliver them up pursuing them so long as they are in our limits in order to apprehend them.

ARTICLE 2.

Wherever any zemindar has been deprived by force of lands or villages or been compelled to resign them, the said transactions to be investigated, and the lands and villages thus unjustly taken away to be restored, and the bonds thus extorted to be cancelled, and for the future no transfer of villages or territory is binding unless with the knowledge and approbation of government.

ARTICLE 3.

We pledge ourselves to carry on no intestine disputes or civil discords or private hostilities. Our causes of difference to be reported for the decision of government, and that decision abided by, and we promise not to entertain in our service any armed men of any denomination, whether foreign Arabs, or Pathans, or Mukranees, or Rajpoots, or Kattees, or Mahrattas.

ARTICLE 4.

We pledge ourselves neither to raise nor protect gangs of robbers assembled for the molestation of the British or Guikwar districts, and we will afford every assistance in our power of guides and bearers to merchants and travellers proceeding through our districts, and guard them and their property, and we bind ourselves to answer the losses they may sustain in our limits; and in case of their being robbed we will trace the course of the robbers and either prove that they left our limits or make good the loss.

ARTICLE 5.

A faithful report shall be made to the Sircar of all the Koolees who through our limits keep horses, and those only shall be allowed to keep them to whom the Sircar shall grant permission to do so, and the remaining horses shall be disposed of as government shall be pleased to direct; and in case of any disobedience under this head we consent to our horses being seized as forfeit to government: we will in this matter in no respect depart from the wishes of government.

ARTICLE 6.

The old established claims of ghasdana possessed by the Guikwar government and neighbouring zemindars over our villages shall be faithfully discharged yearly, and no difficulties shall be started by us, but the whole regularly paid.

ARTICLE 7.

Wherever we possess claim of Girass, wanta, or produce of land or trees upon the villages of the Sircar or of the neighbouring zemindars, or they possess such like claims upon us, we pledge ourselves to refer the same to the arbitration of the Sircar, binding ourselves to abide by the decision and in no way to oppose the wish of government.

ARTICLE 8.

Whenever any agent of government sent by government comes to any of our villages, we bind ourselves to pay every attention to his instructions, and in no way to oppose the wishes of government.

ARTICLE 9.

The parties stationed by government through the country for the protection of the peace shall be assisted by us in every manner in our power, and on any alarm of robbers we will join in the pursuit with every individual under our control, consulting in every respect the wishes of government.

ARTICLE 10.

We pledge ourselves to attend to the regulations of government respecting opium in every respect whatever, and to pay the plough tax and land tax as established by ancient usage, and to whomsoever it is due, whether for the cultivation of our own lands or on lands rented from other villages, to the Patells of those villages.

ARTICLE 11.

Upon the arrival of merchants and travellers passing through our limits we engage to protect their persons and property, and to extort from them nothing under the name of custom, tolls, or fees, but what is fixed as due to us by government.

After this manner we pledge ourselves, for ourselves and our descendants for ever, a perpetual agreement, undertaken of our free will and accord, and after full deliberation, for ourselves and for our children after us, and the undersigned are securities for our due fulfilment of our part of the agreement.

Particular Statement of the names of the villages of Megraj Talooka with which the above Agreement was made : —

No. of Villages.	Names of Villages.	No. of Villages.	Names of Villages.
1.	Mouzah Dhulwane.	14.	Mouzah Bhattuvara.
2.	„ Koonail.	15.	„ Sahrupore.
3.	„ Jessodrah.	16.	„ Lhebodrah Mottah.
4.	„ Rajpore.	17.	„ Bheemapore.
5.	„ Toomaliah.	18.	„ Kumrodah.
6.	„ Gundiah.	19.	„ Peessaal.
7.	„ Lhebodrah.	20.	„ Kheroy Dhoodah.
8.	„ Wausnah.	21.	„ Kuttrah.
9.	„ Bharuj Vulonah.	22.	„ Bellah.
10.	„ Royniah.	23.	„ Royawana Soorujdere.
11.	„ Oodwah.	24.	„ Sulthanah.
12.	„ Dhoodah Mottah.	25.	„ Sheegaal.
13.	„ Wossoy.	26.	„ Moolud.

VI.—REWA KANTHA AGENCY.

Bombay Government Records, No. XXIII of new Series and Reports by the Bombay Government.

The only Chief in Rewa Kantha, who enjoys first class jurisdiction, that is, power to try, without permission from the Political Agent, for capital offences any persons except British subjects, is the Raja of Rajpipla. The Chiefs of Chota Oodeypore, Bariya, Lunawara, Balasinor and Sunth have second class jurisdiction, that is, power to try for capital offences their own subjects only. Capital offences committed in the latter States by foreigners or British subjects, and all offences committed in the smaller Mewasi States, are tried by the Rewa Kantha Agency courts of criminal justice, of which the Political Agent's court is the chief. This court was established in 1842 by an order from the Court of Directors.

In 1840 the leading Chiefs of Rewa Kantha, following the example of the Gaekwar, entered into Engagements (No. CXXXIV) to prevent sati.

In 1872 British copper coinage was introduced into the States under this Agency, on the understanding that no more native coin should be issued by the States from their own mints, that only British coin should be a legal tender, and that it should not be issued at a discount.

In 1882 Engagements (No. CXXXV) to prevent the cultivation of the poppy and illicit importation of opium were taken from 57 of the 61 States under this Agency. The Chiefs of Vajiria, Palasni, Alwa and Vohora, being minors, were not required to enter into these agreements, but the Palasni and Vohora Chiefs subsequently executed them on attaining majority in 1883 and 1890, respectively.

Transit duties have been abolished throughout the Rewa Kantha States. The only exception is Bariya; and there a limit was imposed on such collections in 1872.

In 1885 a local corps was raised to discharge the police-duties under the Agency previously performed by the Gaekwar's Contingent, which was disbanded in that year.

The area of the States under the Rewa Kantha Agency is about 4,923½ square miles, with a population (according to the census of 1891) of 7,25,382,

and a revenue estimated at Baroda Rupees 22,56,279. The Chiefs pay a tribute of Government Rupees 35,966-10-5 to the British Government and Siasi Rupees 1,70,041-13-2 to the Gaekwar.

1. RAJPIPLA.

The Chiefs of the Rajpipla State are Gobel Rajputs. They maintained their independence till the time of Akbar, who imposed on them a tribute of Rupees 35,556 in lieu of a subsidy of horse and foot, which about three centuries before they had agreed to furnish. On the decline of the Muhammadan power the tribute, which had been very irregularly paid, was reimposed by the Gaekwar, who gradually increased his encroachments on the independence of the State, till in 1813 the entire management was in the hands of his own officers; the net annual payments taken from the State were Rupees 92,000, and the whole revenues were collected and paid into the Gaekwar's treasury.

Ajab Singh, an imbecile Chief, who succeeded to the State on the death of his brother in 1786, died in 1803. He had attempted to disinherit his eldest son, Ram Singh, and to secure the succession of his younger son, Nar Singh; but the former was released from confinement and placed in power by the troops. From his intemperate habits Ram Singh became incapable of ruling, and in 1810 the Gaekwar invested his reputed son, Partab Singh, and conferred on him the government of Rajpipla by a Sanad (No. CXXXVI), which the British Government agreed to guarantee. Ram Singh died a few months afterwards, and was succeeded by Partab Singh. Nar Singh, the brother of the late Raja, however, set up his claim to succeed on the ground that Partab Singh was not the son of Ram Singh, but supposititious and purchased by Ram Singh's wife. For four years the country was distracted by the quarrel, till in 1815 the Gaekwar marched a force into the country, and it was agreed that the Gaekwar should conduct the administration till he had re-imbursed himself for the expenses incurred, and that Nar Singh and Partab Singh should submit their claims to investigation. The efforts of the Gaekwar to settle the country were unavailing, and the investigation was therefore undertaken by the Resident at Baroda in 1819. The enquiry resulted in the establishment of Nar Singh's claims, and the admission by the Gaekwar of his right to the succession; but, as Nar Singh was blind and incapacitated from ruling, his eldest son, Verisalji, was invested with the government on the 15th November 1821, and the Gaekwar relinquished his control over Rajpipla to

the British Government in the same way as in Kathiawar and Mahi Kantha. A proclamation of amnesty was issued in the name of the British Government, the Gaekwar, and Verisalji, from whom an Engagement (No. CXXXVII) was taken, binding him and his successors to act in conformity with the advice of the British Government. At the same time the Raja engaged (No. CXXXVIII) to pay annually through the British Government his tribute to the Gaekwar, which was fixed at Siasi Rupees 65,001, equivalent to Government Rupees 56,721-2-9, and to make an annual provision of Rupees 8,400 for Suraj Kuar (since dead) and Partab Singh, who resigned all pretensions to the State. The relations of the Raja to the British Government were more fully defined in another Engagement (No. CXXXIX) concluded on the 26th November 1823.

Verisalji being a minor, the British Government for some years undertook the management of the State, which was almost bankrupt. The debts, however, were reduced to about one-third of their amount, and for their liquidation the most productive portions of the State were farmed for seven years under the British guarantee. Verisalji was entrusted with the administration on attaining his majority in 1837, but supervision was exercised over the State still 1850, when it was withdrawn.

In 1852 an Engagement (No. CXL) was mediated by the British Government between the Gaekwar and the Raja of Rajpipla. By this some old disputes were settled by the transfer of certain villages in which both governments had shares to the Gaekwar and the Raja respectively, and by the admission of the right of the Raja of Rajpipla to collect certain customs on payment of Siasi Rupees 13,351, equivalent to Government Rupees 11,650-5-7 annually. On the 20th January 1859 the Government of India decided that Rajpipla should pay Government Rupees 20,000 annually towards the maintenance of the Gujarat Bhil Corps, which had been raised during the mutiny. It was subsequently converted into a police corps, and as no part of it was employed in Rajpipla, the Raja was relieved from any demand on account of its expenses from the 1st May 1865. If, however, troops are employed in Rajpipla, the Raja is held liable to such a contribution on that account for the time the troops are so employed as Government may think fit and reasonable.

In 1855 Verisalji's misgovernment and contumacy led to the attachment of the State. In the following year he was admitted to a share in the administration, and in 1858 the revenue management was made over to him.

In 1859 Government had again to interfere to suppress disturbances among the Bhils.

Verisalji abdicated in 1860 in favour of his son, Gambhir Singh, still retaining, however, the principal share of government in his own hands as minister of the State. Differences however arose between father and son and became so irreconcilable that in 1867 Government was compelled to interpose and require Verisalji to withdraw from all interference in Rajpipla affairs. He died in the following year. Gambhir Singh has received a Sanad (No. LXXIX), guaranteeing to him the right of adoption. He is 44 years of age. His management not having proved satisfactory, a British officer was associated with him in the administration of the State from August 1884 till 1887, when it was found necessary to deprive the Raja of all power.

The area of Rajpipla is 1,600 square miles, the population (1891) 1,71,909 and the gross revenue Rupees 7,60,000, of which Rupees 65,000 are paid as tribute to the Gaekwar. The military force of the State consists (1891) of 4 field guns, 74 cavalry, and 506 infantry and police. The Raja is entitled to a salute of eleven guns.

2. CHOTA OODEYPORE (CHHOTA UDEPUR) OR MOHAN.

The ruling family of Chota Oodeypore are Chauhan Rajputs, who formerly ruled at Pawagarh. The State is tributary to the Gaekwar. Owing to a doubt whether the political control of Chota Oodeypore was transferred to the British Government in 1820 along with that of the petty States in Mahi Kantha, an Agreement (No. CXLI) was made in 1822 by which the Gaekwar surrendered his control, and the State became subject to the British Government, paying under guarantee an annual tribute of Siasi Rupees 10,500, equivalent to Government Rupees 8,769-13-4 to the Gaekwar: this tribute was in 1871 reduced to Gaekwari Rupees 10,147-9-2 in the course of a settlement of certain disputes between the two States regarding the Vasna and Jhabugam parganas.

Pirthi Raj, with whom the above engagement was made, was succeeded by Guman Singh, and he by his nephew Jit Singh, who died in July 1881 and was succeeded by his son Moti Singh, the present Chief, now 32 years of age.

The area of the State is 873 square miles, the population (1891) 93,420 and the gross revenue Rupees 2,05,500. The military force of the State consists (1891) of 3 field guns, 56 cavalry, and 262 infantry and police. The Chief receives a salute of nine guns. The right of adoption was conferred on him (No. XC) in 1890.

3. BARIYA.

The Bariya family is descended in the younger line from the common ancestor of the Chota Oodeypore family. The connection of the British Government with this State commenced in 1803, when Sindhia's districts in Gujarat were taken possession of by a British force. At that time Yashwant Singh was Raja of Bariya. His conduct was most friendly, and he was, in consideration of his services, declared entitled to British protection under article 10 of the treaty of Sarji Anjangaon.*

Yashwant Singh was succeeded in the government of Bariya by his son Ganga Das, an imbecile character, during whose rule the country was laid waste by the Mahratta armies, but they established no claim to permanent tribute. His power was also usurped by a Brahman minister, who with mercenary troops devastated the neighbouring districts till 1819, when the interference of the British Government was solicited, and a settlement† was effected, by which the country was delivered from their violence. In the same year, through the mediation of the British Government, certain dues which the Raja of Bariya had for many years levied from the districts of Halol, Kalol, and Dohad were commuted to an annual payment of Siasi Rupees 4,750, equivalent to Government Rupees 4,144-15-1, which since the cession of Sindhia's Panch Mahals under the treaty of the 12th December‡ 1860, is now made good by the British Government out of the tribute paid by the Raja of Lunawara. In 1824 a tribute of Rupees 12,000 was imposed (No. CXLII) on the Bariya State by the British Government in return for its protection. This tribute was to be increased in proportion to the prosperity of the State; but in the year 1849 it was declared to be permanently fixed at Salim Shah Rupees 12,000, equivalent to Government Rupees 9,076. In 1865 the Bariya tribute was charged with a payment of Rupees 6,406-12-9 on account of the escort of the Political Agent and the cost of establishments at the police stations of Sankheda and Pandu. This charge was subsequently, on amalgamation of the Rewa Kantha Agency with the Panch Mahals Collectorate, reduced to Rupees 5,655, a surveyor and his establishment and ten men of the Gujarat Bhil Corps being dispensed with. In 1868 it was resolved that the tribute should be wholly expended for the benefit of the territory of

* See Vol. IV, page 41.

† No copies of these Engagements can now be found.

‡ See Vol. IV, page 81.

Bariya and its vicinity, and that the accumulated balance should be formed into a local fund. The cost of that portion of the Godhra and Dohad road, connecting Gujarat and Central India, which passes through the Bariya State, has been defrayed out of this fund. To the annual amount, Rupees 2,929-7-3, available from the tribute, has been added what is payable to the Raja by the British Government, thus making a total of Rupees 7,074-6-4. With this charges for repairs to the road are defrayed, the surplus being formed into a road fund over which the Political Agent retains control independently of the Raja. Since 1885 the combined fund has been relieved of the cost of escorts and police thanas.

An Engagement (No. CXLIII) was also made with the Raja in 1824 for the payment of Rupees 6,000 a year in addition to the tribute for the maintenance of a local force. But like the similar engagements,* which were concluded at the same time with the neighbouring Chiefs of Dungarpur and Banswara, it was never acted on, and in 1826 was declared obsolete.

On the death of Ganga Das in August 1819, the Minister, Rupji, seized the government, and installed Bhim Singh, one of two sons who had been adopted by one of the Ranis before the birth of Prithiraj. But Bhim Singh was afterwards removed, and the rightful heir, Pirthiraj, was restored. The State was greatly in debt, but arrangements were made under the guarantee of the British Government for the gradual liquidation of the debts, and, when the Raja came of age, the direct supervision of the British Government was withdrawn. The Raja was succeeded in February 1864 by his son Man Singh, the present Chief, who is now 35 years of age.

By an Agreement (No. CXLIV) of the year 1892 the Raja of Bariya undertook to abolish all transit duties, to establish a fund for the maintenance of public works, and to provide otherwise also for the up-keep of roads. In consideration of the fulfilment of these terms the tribute due from Bariya to the British Government has been remitted.

The area of Bariya is 873 square miles, the population (1891) 110,688, and the revenue Rupees 2,49,480. The military force of the State consists (1891) of 2 field guns, 39 cavalry, and 259 infantry and police. The Chief receives a salute of nine guns. The right of adoption was conferred on the Raja (No. XC) in 1890.

* See Vol. III, page 55.

4. LUNAWARA (LUNAVADA).

The Chiefs of the Lunawara family belong to the Solanki clan of Rajputs, and claim descent from Sidh Raj, who ruled in Anhilwara Patan. The first connection of the British Government with this petty State was formed in 1803, when the British troops entered Sindhia's possessions in Gujarat. A Guarantee (No. CXLV) of the protection of the British Government was given to the Raja, and a Treaty (No. CXLVI) was afterwards made with him, by which he became tributary to the British Government. But on the change of policy adopted by Lord Cornwallis this treaty was dissolved.

From that time there was little intercourse with Lunawara till 1812, when a Settlement (No. CXLVII) of the Gaekwar's tributary claims was made for Rupees 7,001 a year, from which Rupees 1,000 were deducted. After the Pindari war in 1819 an Engagement (No. CXLVIII) was mediated between Sindhia and the Raja, Fateh Singh, by which the payment of Sindhia's tribute of Baba Shahi Rupees 12,000, equivalent to Government Rupees 10,653-6-11 a year, was guaranteed on condition that Sindhia would not interfere directly or indirectly in the affairs of the State. The tribute is now payable to the British Government under the treaty with Sindhia of the 12th December 1860.*

A similar payment of Rupees 733 is made on account of the Godhra pargana of the Panch Mahals. The amount was fixed in 1851; but no formal engagement was concluded on the occasion by the contracting parties, Sindhia and Lunawara.

Fateh Singh was succeeded by Dalpat Singh, adopted by Fateh Singh's widow, and he in 1852 by Dalel Singh, a collateral heir nominated by Government.

In 1866 the request of Dalel Singh, who had no family, that he might be permitted to adopt was granted on the understanding that the selection should meet with the approval of Government, and that such nazarana as might be deemed proper would be levied. Raja Dalel Singh died in June 1867. He had expressed a wish to adopt Wakht Singh, son of Ajit Singh, the nearest collateral heir, and his widow was allowed to give effect to his wishes. A nazarana of one year's net revenue, deducting the tribute to the British Government, was levied on this occasion. During the minority of the present Chief, who is now 31 years of age, the State was under British management.

* See Vol. IV, page 81.

In 1889 Raja Wakht Singh, who has the title of Maharana, was appointed a Knight Commander of the Order of the Indian Empire, and in 1890 he received a Sanad of adoption (No. XC).

In 1869 a long-standing dispute between the States of Lunawara and Dungarpur under the Meywar Agency, relative to the possession of the villages of Rankeli and Dholkankra, was settled in favour of the former State. Against this decision the Dungarpur Darbar appealed, but after full enquiry the award was confirmed by the British Government and the villages were transferred to the Rewa Kantha Agency.

The area of the Lunawara State is about 388 square miles, and the population (1891) 90,153; the revenue amounts to Rupees 2,21,300, but about one-third has been alienated in free gifts and in service or other tenures. The military force of the State consists (1891) of 11 field and 8 other guns, 201 cavalry and 292 infantry and police: these troops are employed principally on civil duties. The Chief receives a salute of 9 guns.

5. BALASINOR (VADASINOR).

The Balasinor family is descended from Sardar Muhammad Khan, the elder son of Bahadur Khan, ninth in descent from Sher Khan Babi, who, about the middle of the seventeenth century, was made door-keeper (Babi) of the Imperial Court, and subsequently commandant of the Koli District of Chuwal, on the north-west of Ahmadabad. From Bahadur Khan's younger son, Mohabat Khan, springs another branch of the family, represented by the Nawab of Junagarh in Kathiawar. Sardar Muhammad Khan was succeeded in possession of the districts of Balasinor and Virpur by his son Jamiyat Khan, and he by his son Salabat Khan. Salabat Khan died in May 1820, and was succeeded by his cousin Abid Khan.

Balasinor became tributary both to the Peshwa and Gaekwar. At the general settlement (No. CXX) of Mahi Kantha the tribute of the Gaekwar was settled at Siasi Rupees 4,001. When the British Government succeeded to the Peshwa's rights, Balasinor came under its political jurisdiction. The State pays a tribute of Siasi Rupees 12,696 to the British Government. In 1822 Abid Khan was removed, and Idal Khan, his brother, was placed in power in his stead. He died in December 1831 and was succeeded by Zorawar Khan, who died in November 1882. Munawar Khan, the present Chief, is the eldest son of Zorawar Khan and is now 47 years of age.

In 1820 an Engagement (No. CXLIX) was made with the Babi for the introduction of the British opium regulations into his territories.

The pargana of Virpur, which consists of 42 villages, was for long a bone of contention between the Chiefs of Lunawara and Balasinor. The Lunawara family settled at Virpur about the middle of the 12th century and removed to Lunawara three centuries later. In the middle of the seventeenth century Virpur was wrested from them by the Balasinor family, but the conquest was never complete, and both Chiefs levied revenue and exercised jurisdiction in certain villages, Lunawara paying a tribute of Rupees 2,468-8 to Balasinor. In 1852, on the transfer of Balasinor to the Rewa Kantha Agency from the Collectorate of Kaira, the pargana was placed under attachment, both Chiefs being allowed to make their own arrangements under supervision, while jurisdiction, civil and criminal, was to be exercised by the Balasinor officials.

In 1868 advantage was taken of Lunawara being under British management to settle the question. It was found that during the preceding twelve years Balasinor had received Rupees 1,55,152, while Lunawara had only received Rupees 23,929. It was therefore determined, in preference to a rateable division of the land between the States, to make over the pargana to Balasinor, on the conditions that the Chief should remit the tribute payable by Lunawara, relinquish all claims to jurisdiction within Lunawara limits, and accept, as compensation for any rights which he might possess in Lunawara villages, an annual compensation to be fixed by Government. He was also to respect all grants of land in Virpur made by Lunawara and to purchase at a valuation any lands mortgaged by Lunawara to individuals. Landholders owing service to Lunawara were to continue to give that service under penalty of attachment and sale of their lands, the proceeds being paid to Lunawara and the lands made over to Balasinor.

The Babi is entitled to various dues in the Kaira Collectorate, amounting in the aggregate to Rupees 4,001 British currency.

He also receives Baroda Rupees 821-10-2 on account of perquisites from the States of Kadana, Sathamba, and Magori.

In 1890 a Sanad (No. CL) was conferred on the Nawab of Balasinor, guaranteeing the succession to his family according to Muhammadan law, in the event of the failure of natural heirs.

In 1891 an arrangement, holding good for ten years, was made with the Nawab in respect of his *abkari* rights in two villages in the Kaira district. The Nawab undertook to close his stills and shops in those villages, and the Government pay him Rupees 660 per annum as compensation on that account.

The revenues of Balasinor are about Rupees 1,42,750, the population (1891) 53,249, and the area 189 square miles. The Nawab, who exercises second class jurisdiction, keeps up (1891) a force of 59 cavalry and 186 infantry and police, with 3 field guns. He receives a salute of nine guns.

6. SUNTH.

The ruling family in Sunth belongs to the Puwar caste of Rajputs, and is believed to have come originally from Ujjain, to have settled afterwards at Jhalor, and finally, about the thirteenth century, at Sunth. A Treaty (No. CLI) was concluded with this State in 1803, but it was subsequently dissolved by the policy of Lord Cornwallis, which was adverse to the system of alliances with the petty Rajput Chiefs. The Chief of Sunth was included in the Engagement (No. CXLVIII) mediated between Sindhia and Lunawara, and the payment of his tribute of Rupees 7,000, equivalent to Government Rupees 6,108-5-5, was guaranteed to Sindhia, on condition of the latter abstaining from all interference in the affairs of the State. It is now paid to the British Government under the cessions of the treaty with Sindhia, dated the 12th December 1860.*

Sunth receives from the village of Goraru, under Jhalor, one of the *paraganas* of the Panch Mahals, Salim Shahi Rupees 50, equivalent to Government Rupees 38-8-7, as *chauth*. This sum was fixed in 1848 by the Political Agent in Rewa Kantha and the Assistant in Meywar, but no formal paper was drawn up. Sunth is also entitled to a *sirpao* (*sar-o-pa*) of Government Rupees 30-8-8 fixed by Sir J. Malcolm in A.D. 1819.

For some years bad feeling existed between the Chief of Sunth and the Thakur of Kadana, who are both descended from a common ancestor, the former claiming a right to interfere in the Thakur's choice of an heir, principally on the ground that Kadana was a feudatory of Sunth and had always owed fealty to the Chief of that State. The evidence adduced by the Raja was inconclusive, and in 1871 the Bombay Government declared Kadana to be independent of Sunth.

* See Volume IV, page 81.

The late Chief, Bhawan Singh, died without issue in 1872, leaving, as it was alleged, a will, by which he designated Prithi Singh, one of his Bhayad, as his successor. Enquiry showed that the alleged will could not be regarded as a record of the wishes and intentions of the late Chief, and that Prithi Singh was neither a fit person nor the nearest of kin. As the British Government was desirous that the State should be continued in the person of some fit successor, the widow of the late Chief was allowed to select one from amongst the collaterals. Her choice fell upon Partab Singh, and was confirmed by the British Government. Nazarana of a year's revenue was levied from Sunth. The present Chief is 30 years of age. The right of adoption was conferred on the Raja in 1890 (No. XC).

The area of Sunth is 394 square miles, the population (1891) 74,268, and the revenue Rupees 1,17,700. The military force of the State consists (1891) of 2 field and 2 other guns, 105 cavalry, and 213 infantry and police. The Chief receives a salute of 9 guns.

7. PETTY CHIEFS.

The province of Rewa Kantha is inhabited for the most part by Bhils, Mewasis and other turbulent tribes. With these tribes, which are subject to Rajpipla and the Gaekwar, and also with those in Sindhia's Panch Mahals, agreements were made between the years 1822 and 1826 with a view to the settlement of the country. The nature of these engagements will be sufficiently apparent from the specimens given (Nos. CLII to CLV). The jurisdictionary powers of the petty Chiefs vary considerably, and the classification introduced into Kathiawar or the Mahi Kantha has not yet been applied to them. Bhadarva, Umetha, and three other Chiefs were originally included in the Mahi Kantha settlement, and were transferred to Rewa Kantha in 1827. Sindhia's Panch Mahals were ceded to the British Government by the treaty of 12th December 1860, and attached for a time to the Kaira Collectorate. They now form a separate distinct charge, to which the Political Agency of Rewa Kantha is attached. In 1889 and 1890 the Government of India exempted from payment of nazarana many small estates having no jurisdictional powers.

In 1892 the Thakurs of Bhadarva and Umetha and about fifty other petty Chiefs entered into arrangements by which they transferred the management of abkari in their estates in return for pecuniary compensation.

The following is a list of the petty Chiefs, showing the tribute they pay:—

List of Petty Chiefs showing the tribute they pay.

Name of State or place of residence.	Name and caste of Chief.	Age of Chief.	Area of State in square miles.	Estimated revenue.	Tribute.	To whom tribute is paid.
				Rs.	Rs. A. P.	
Kadana	Puwar Chhatra Salji . .	13	130	22,258	...	Pays no tribute.
Saujeli	Chanhan Rajput Pratap Singhji.	44	33½	18,139	...	Ditto.
Gad	Chanhan Rajput Chandra Singhji.	29	134	12,669	475 0 0	Feudatory of the Raja of Chota Odeypore.
Bhadarva	Bana Rajput Fateh Singhji	45	27	39,068	18,076 0 0	
Umetha	Baiya Hathi Singhji	69	36½	42,467	5,000 0 0	
Vajiria	Molislam Kathor Kesar Khanji.	15	10	37,900	5,007 0 0	
Mandwa	Chauhan Rajput Jit Singhji	15	7	35,700	2,215 0 0	Of this, an adjustment of Rs. 189-9-3 is annually made on account of land taken up for railway.
Shanor	Chanhan Rajput Kushal Singhji.	57	3½	16,332	1,578 0 0	Of this an adjustment of Rs. 223-9-0 is annually made on account of land taken up for railway.
Naswadi	Solanki Rajput Man Singhji	11	8	8,195	1,691 0 0	
Palasni	Parmar Jit Singhji	31	5½	6,473	2,131 0 0	
Bhilodia	Chaura Bai Singhji	39	5	13,091	2,426 0 0	
	" Hari Bawa	48				
Uchad	Daima Jita Mian	45	4	10,038	883 0 0	Pays tribute to Gaekwar Government.
Nangam	Rathor Nathu Khan	53				
	" Kalu Bawa	46				
	" Sardar Khan	33	1½	2,247	1,294 0 0	
	" Sada Bawa	51				
Vasan Virpur	Daima Jita Bawa	66				
	" Jaswat Singhji	19	7½	16,087	432 0 0	
Vasan Sewada	Rathor Kalu Bawa	66	3½	5,492	1,161 0 0	
Chudesar	Gori Kesar Khan	23				
	" Daji Bawa	36				
	" Chita Bawa	56				
	" Kesar Khan Bahim Khan.	19	1½	2,037	311 0 0	
	" Kalu Khan	28				
	" Alam Bawa	59				
	" Chanda Bawa	46				
Regan	Daima Bapuji	41	1	964	461 0 0	
	" Nathu Bhai	46				
Kamsoli Moti	Gori Fulba	81				
	" Mota Bawa	31				
	" Rasul Khan	61	3	4,986	333 0 0	
" Nahani	" " "	...				
Jiral	" " "	...				
Alwa	Chanhan Rasul Khan	18	3	6,674	67 0 0	
Virampura	Pathan Nathu Khan	36	1	700	103 0 0	
Nalia	Gori Alam Khan	46				
	" Khushal Bawa	36	1	547	37 0 0	
Agar	Chanhan Gambhir Khan	28	9	12,409	196 0 0	
Vohora	Rathor Mota Bawa	38	2	7,097	862 0 0	
Dhamasia	Chanhan Kalu Bawa	66	5	4,092	133 0 0	
Sindhlapura	" Jita Bawa	42	2½	2,500	67 0 0	
Dudbpur	Rathor Anup Singh	11		792	36 0 0	
Chorangia	Chanhan Ram Singhji	46	3½	3,752	95 0 0	
Bihors	Rathor Sardar Khan	36	1	1,466	51 0 0	

List of Petty Chiefs showing the tribute they pay—contd.

Name of State or place of residence.	Name and caste of Chief.	Age of Chief.	Area of State in square miles.	Estimated reve- nue.	Tribute.	To whom tribute is paid.
Rampura	Chaura Sajan Bawa " Bhim Singh " Mitha Bawa " Nathu Bawa " Kalu Bawa " Som Bawa " Khushal Bawa " Chhita Bawa " Partapba } widows of Nathu Bawa Dula Bawa. " Chandaba } " Chhita Bawa	51 40 41 28 25 43 41 43 22 23	2½	Rs. 6,815	Rs. A. P. 1,422 0 0	Gaekwar Government.
Pantalsori	Nathu Khan Nazar Khan	56 60	6½	8,000	201 0 0	{ To the Raja of Rajpipla direct. Transferred to Panch Mahals. Tribute is paid to the Gaekwar through the Rewa Kantha Agency.
Garol	...	...	...	...	30 0 0	
Narukot	Bariya Dip Singhji	46	47½	11,494	41 0 0	Gaekwar Government.
Pandu	Pathan Nathu Khan " Ahmad Khan " Dasu Khan " Mas Khan " Nathu Khan Mansur Khan " Akbar Khan " Chandanbu	42 40 66 60 37 58 49	9½	7,440	4,501 0 0	
Mevli	Pagi Gem Bhai " Ada " Ade Singh " Balu Bhai	28 54 34 51	6	2,363	1,501 0 0	
Chhalliar	Rawal Chhatra Singhji	28	9	11,766	3,401 0 0	
Sihora	Soda Parmar Narwar Singhji	14	14	22,188	4,801 0 0	
Kanora	Bariya Kesar Singh " Dip Singh " Naran Bhai " Shiv Singh	62 34 42 40	3½	2,979	1,601 0 0	
Poleha	Rana Himmat Singh " Waghi " Baje Singh " Lal Bhai " Chandar Singh " Ranchhor " Guga	52 32 37 57 55 39 51	3	2,846	1,501 0 0	
Etwar	Bathor Nahar Singh " Amar Singh " Bawaji	44 46 45	4½	2,056	601 0 0	
Dhari	Solanki Nathu Bhai " Shiv Singh " Khushal Bhai " Mokam Bhai	47 60 36 57	2½	2,643	951 0 0	
Moka Pagi-nu-muvadu	Pagi Gem Bhai " Nathu	58 21	½	459	125 0 0	
Amrapura	Bariya Jit Bhai " Bhula " Moka " Rama	66 31 47 19	1½	736	201 0 0	
Jitar Gothra	Pagi Bhaga " Ada " Vaja " Moti	61 54 18 25	1½	1,197	201 0 0	
Jesar	Pagi Jet Bhai " Khatu " Lakha " Gokal	39 57 17 39	1½	489	151 0 0	

List of Petty Chiefs showing the tribute they pay—could.

Name of State or place of residence.	Name and caste of Chief.	Age of Chief.	Area of State in square miles.	Estimated revenue.	Tribute.	To whom tribute is paid.
				Rs.	Rs. A. P.	
Kasia Pagi-un-mavadu .	Pagi Natha	28	1½	120	65 0 0	Gaekwai Government
	„ Jehra	67				
	„ Bhatthi	57				
	„ Chhagan	3	1	518	101 0 0	
Varnol Moti	Rathor Pathi Bhai	67		598	51 0 0	
Rajpur	Rawal Himmat Singh	12				
Varnolmal	Bariya Jai Singh	39	2	717	85 0 0	
	„ Ade Singh	24		849	51 0 0	
Jumkha	„ Bichar Bhai	67				
Vakhtapur	„ Rawal Daji Bhai	63	1	788	151 0 0	
	„ Ranchhor	67				
	„ Sahib Singh	27				
Nahara	„ Bariya Kalan Singh	49	1½	188	25 0 0	
	„ Jai Singh	39				
Gotardi	„ Pagi Ratan Singh	59				
	„ Moka	57	1½	840	425 0 0	
	„ Fulia	16				
	„ Sawa	35				
Varnoli Nahani	„ Rathor Bhaiji	59	1	367	25 0 0	
	„ Kan Bhai	28				
Anghad	„ Gohel Raghunath	50				
	„ Bharat Singh	41	2	6,463	1,747 0 0	
	„ Nathu Bawa	47				
	„ Man Singh	29				
	„ Moti Singh	7	2½	3,500	575 12 0	
Raeka	„ Kesar Singh	27				
	„ Parmar Jai Singh Bawa	32				
	„ Mahratta Ganpat Rao	53	2½	2,762	1,104 8 0	
Dodka	„ Patel Aju	59				
	„ Jiva	41				
	„ Wahal Bhai	62	36			
	„ Ji Bhai	36				

No. CXXXIV.

TRANSLATION of a NOTE from A. REMINGTON, Esq., OFFICIATING 1ST ASSISTANT POLITICAL COMMISSIONER and RESIDENT at BARODA, to the address of the following RULERS of the different STATES placed under his POLITICAL SUPERINTENDENCE, dated 3rd April 1840, *viz.*:—

- To MAHRAVUL GOOMAN SINGJEE, of Oodeypore.
- To ditto PIRTHEERAJJEE, of Deogurh Barria.
- To MAHARANAH FUTTEH SINGJEE, of Loonawara.
- To RANAH BHOWANY SINGJEE, of Soanth.
- To THAKOOR JALUM SINGJEE, of Bhadurwah.
- To ditto SIRDAR SING, of Wankaneer.
- To MAHARANAH VERISALJEE, of Rajpeepla.

Under instructions received from the Resident of Baroda, conveyed to me in his letter, dated 11th March 1840, I write to inform you that it having come to the notice of that officer that a British subject born in Rutnagherry but residing at Baroda, died, and his widow immolated herself in observance of the rite of suttee, which the Guikwar Government took no measures to prevent, the Political Commissioner addressed a note to His Highness deprecating the occurrence, and suggesting that as the British Government had, after full consideration, abolished the rite of suttee in its own territory, His Highness should introduce a similar arrangement within his own, to which His Highness replied that, according to the request of the Resident, he would cause proper arrangement to be made, and this concurrence being communicated to Government, it was pleased to declare that no act could have been performed more acceptable to it than the abolition of suttee. I beg to state that it appears to me advisable you should take measures to prohibit the practice in your own State, in respect to which, as the British Government are most intent on the speedy abolition of this rite, you will have the goodness, after full consideration of the above, to favour me with a reply.

(Sd.) A. REMINGTON,
Offg. 1st Asst. Polll. Commr.

TRANSLATION of a NOTE addressed by MAHRAVUL GOOMAN SINGJEE to A. REMINGTON, Esq., OFFICIATING 1ST ASSISTANT POLITICAL COMMISSIONER for GUZERAT and RESIDENT at BARODA, dated Cheiter Vud 5th, Sumbut 1896.

After recapitulation of the contents of the note addressed by the Officiating 1st Assistant Political Commissioner on the subject of the arrangements

made by the Guikwar Government to abolish the rite of suttee in its territories on the 3rd April 1840, the Mahravul states as follows:—Having taken into consideration the subject brought to my notice regarding the abolition of suttee, I shall, agreeably to the suggestion contained in your note, enjoin its discontinuance in the State of Oodeypore.

Seal.

TRANSLATION of a NOTE addressed by MAHRVUL PIRTHEERAJJEE, of DEOGURH BARRIA, to A. REMINGTON, ESQ., OFFICIATING 1st ASSISTANT POLITICAL COMMISSIONER for GUZERAT, dated Cheiter Vud 11th, Sumbut 1896.

Having taken into consideration the subject brought to my notice regarding the abolition of suttee, I shall enjoin its discontinuance in my towns and villages and prohibit its future observance.

Seal.

TRANSLATION of a NOTE addressed by MAHRANAH FUTTEH SINGJEE, of LOONAWARA, to A. REMINGTON, ESQ., OFFICIATING 1st ASSISTANT POLITICAL COMMISSIONER for GUZERAT, dated Cheiter Soodh 15th, Sumbut 1896.

Having taken into consideration the subject brought to my notice regarding the abolition of suttee, I have, conformably thereto, issued a proclamation to inform the people residing in my districts, and will further make suitable arrangements in the matter.

Seal.

TRANSLATION of a NOTE addressed by RANAH BHOWANY SINGJEE, of SOANTH, to A. REMINGTON, Esq., OFFICIATING 1st ASSISTANT POLITICAL COMMISSIONER for GUZERAT, dated 12th May 1840.

Having taken into consideration the subject brought to my notice regarding the abolition of suttee, I will make arrangements in my territory to prohibit the future observance of suttee.

Seal.

TRANSLATION of a NOTE addressed by THAKOOR JALUM SING, OF BHADURWAH, to A. REMINGTON, Esq., OFFICIATING 1st ASSISTANT POLITICAL COMMISSIONER for GUZERAT, dated Cheiter Soodh 7th, Sumbut 1806.

Having taken into consideration the subject brought to my notice regarding the abolition of suttee, I will, agreeably to the wishes of Government, prohibit suttee in my territory.

(Sd.) JALUM SING.

TRANSLATION of a NOTE addressed by THAKOOR SIRDAR SING, of WANKANEER, to A. REMINGTON, Esq., OFFICIATING 1st ASSISTANT POLITICAL COMMISSIONER for GUZERAT, dated Bysack Soodh 7th, Sumbut 1896.

Having taken into consideration the subject brought to my notice regarding the abolition of suttee, I will prohibit the practice in my districts and make suitable arrangements for its discontinuance.

(Sd.) SIRDAR SING.

TRANSLATION of a NOTE addressed by MAHARANAH VERISALJEE, of RAJPPEELA, to A. REMINGTON, ESQ., OFFICIATING 1st ASSISTANT POLITICAL COMMISSIONER for GUZERAT, dated Bysack Soodh 8th, Sumbut 1896.

I have learnt the contents of your letter on the subject of the abolition of suttee with much pleasure, and shall make suitable arrangements to prohibit the practice within the districts of my State.

Seal.

No. CXXXV.

TRANSLATION of FORM of OPIUM AGREEMENT entered into with the States of REWA KANTHA in the year 1882.

1. Hereafter we shall not at all cultivate poppy nor allow it to be cultivated.

2. We shall purchase and import opium for our own consumption, and for that of the people of our talukas, from the Government Depôt at Ahmedabad, or from such other place as Government may appoint for that purpose.

3. We shall allow opium to be sold at the same rate at which it may from time to time be sold in the Government districts, and shall never allow it to be sold at a cheaper price.

4. We shall not allow the importation into our talukas of smuggled opium, that is, opium on which the Government duty has not been paid, and as in consideration of the above Government has kindly granted us remission of the duty payable to Government, we bind ourselves as stated below. If we do not act in accordance with the above conditions, Government may cancel the grant of the remission.

5. We shall without fail submit every six months, in such form as Government may direct, a statement showing the quantity of opium purchased, sold, balance remaining in hand, etc., and shall cause accounts thereof to be kept in such form as Government may direct.

6. As Government have directed that the above rules should come into force from 1st October 1878, we have hitherto brought them and shall hereafter bring them and cause them to be brought into force.

No. CXXXVI.

SREE MHALSA KAUNT.

TRANSLATION of a PERWANNAH from ANUND RAO GUIKWAR
SENA KHAS KHEYL SHUMSHER BAHADOOR to RANA KOOER
PERTAB SING, of the CAPITAL of RAJGHUR—1810.

AFTER COMPLIMENTS.—Your father Ram Sing, of Rajghur, does not conduct himself properly, and in consequence many quarrels exist, and your inheritance is in danger of being lost to you. In consideration of this the Sircar has thought proper to make arrangements that you be invested with inclusive authority to conduct the affairs of the State; the same being determined on, this perwannah is given to you. Your father Ram Sing is a man of bad conduct, and listening to bad counsels is planning means whereby to involve the welfare of the State; wherefore you are invested with the executive management of affairs. You are, however, to transact all business and execute all deeds in the name of Ram Sing. You are also to transact business by

Sicca. means of Risundass Buckshu, without whose knowledge you are to execute no public measure.

You are likewise to institute such means as will preserve the ryots from suffering tyranny and trouble, and to obey the Sircar, continuing to pay the Sircar its dues and claims according to existing agreement.

You will also settle the debt owing to Myrab Narrain by your government.

Moideen Jemadar being well disposed to your State, extend to him the same indulgence and protection in his services to your government.

You will arrange respecting a provision for your father, and take such measures as will prevent him from exciting disturbances.

Do you continue to conduct yourself as herein provided for: in any default in the administration of affairs you cannot prosper. Consider this and act according to the letter of the Sircar, and you will suffer no unjust trouble from the Sircar, and in behalf of which, and consistent with justice, it has nominated Mr. Carnac on the part of the Honourable Company as guarantee.

Done Sumbat 1866, Magh Vud 8th, Heigra 22nd, Mohurru, corresponding with the English year 1810, 27th February.

The Bombay Government agreed to guarantee these arrangements, but in consequence of the death of Ram Sing the guarantee was never actually affixed to the Sunnud.

No. CXXXVII.

TRANSLATION of an AGREEMENT entered into by MAHARANAH VERISALJEE, RAJAH of RAJPEEPLA, and JAMES WILLIAMS, ESQ., RESIDENT at BARODA, on the part of the HONOURABLE COMPANY—1821.

Seal of the
Rajah.

My representation is as follows:—

I have received possession of my country from the Guikwar government, but I am certain that without the aid of the British Government I shall not be able to make its settlement: therefore I myself and my father, both of us of our own desire, do agree to act upon everything relating to the settlement of all the affairs of my country in conformity with the advice of the Honourable Company. Whatever may be the desire of the government I will act according to it. In conformity with this agreement whoever may be Chieftain of the country from generation to generation he will act.

Dated Sumbut 1878 Assoondee, reckoning from the month of Assar Aswen Soodh the 15th, corresponding with October the 11th, A.D. 1821.

Signature of the Rajah.

No. CXXXVIII.

TRANSLATION of a BOND signed and delivered to GOVERNMENT by MAHARANAH VERISAL, 'RAJAH of RAJPEEPLA, dated at Nandode, the 10th of Falgoon Soodh, Sumbut 1879, A.D. 20th February 1823.

CONTENTS.

We have of our free will agreed to pay yearly at Baroda to the Guikwar government for yearly jumabundee and ghasdana the sum of Rupees (65,001) sixty-five thousand and one.

The three villages in the Thanna of Roond, *viz.*, 1st, Roond; 2nd, Jehoor; 3rd, Kotara, and the zekaut (inland duties), and the five dumalla villages, Warkavi, Poeecha, Washna Huddabhang, and Kokulpore, and Koond near Balode, and the sirpao yearly payable to us from the Guikwar government and the town of Burun being all deducted, the sum total Rupees (65,001) sixty-five thousand and one is settled; the instalments to be paid in the months of Pous, Falgoon, Cheiter, and Bysack. In this manner from generation to generation, year by year, the sums shall be made good under the mediation of the Honourable Company and no deviation occur. On all matters of the abovementioned talooka whatever discussion on matters good or bad may arise, these shall be referred to the mediation of the Honourable Company, and we shall remain satisfied therein, nor shall there ever be a departure from this agreement. This we have written and signed.

**TRANSLATION of a GRANT of yearly allowances from the RAJAH
VERISAL of RAJPEEPLA to RANEE SURUJEEOOVER BHAAE,
dated at Nandode, the 10th Falgoon Soodh, Sumbut 1879,
A. D. February 20th, 1823.**

To Surujeeoover Bhaee, Maharana Verisal, Rajah of Rajpeepla, has written and delivered: the illustrious Guikwar government and the Honourable British Government having in the performance of justice decided the sovereignty of Rajpeepla to be ours, and in their beneficence conferred entirely the honour on us, therefore we bestow upon you and on Pertab Sing and others under your protection a yearly gift at the rate of Rupees (700) seven hundred per month, total Rupees (8,400) eight thousand four hundred, as follows:—For your private expenses Rupees (200) two hundred per month, yearly Rupees (2,400) two thousand four hundred, and Wulligaom, in the Kuntaul pergunnah, and Syaligaum, in the Ruttunpore pergunnah; whatever produce is derivable from these towns is yours and the towns delivered to you, and this monthly allowance and the produce of the towns remains yours for life; and for Pertab Sing and the rest a monthly allowance of Rupees (500) five hundred shall be regularly given, making a yearly total of Rupees (6,000) six thousand; at the rate of Rupees (8,400) eight thousand four hundred a year, as it has been agreed upon and engaged to you so shall it be given, and do you continue to go on as you have written to us; in this matter no changes shall occur; this we have written and signed.

To Maharana Verisal, Rajah of Rajpeepla, Ram Sorajear Bhye writes:—I am content to receive the yearly allowance and provision made for me and Pertab Sing and others under my protection through the mediation of the Guikwar government and by Mr. Williams on behalf of the

British Government, and will remain satisfied, nor have I any further claims whatever for myself or for Pertab Sing on the above-mentioned territory or the government thereof; thus have I written and signed.

No. CXXXIX.

TRANSLATION of an AGREEMENT entered into by MAHARANAH VARISAL, RAJAH of RAJPEEPLA, on 26th November 1823.

Formerly a dispute existed regarding the right to the guddee of my chieftainship, on which account the two great Sircars of Shreemunt Guikwar Sena Khas Kheyl Shumsher Bahadoor and the Honourable Company Ungrez Bahadoor having investigated the same decided my claim to be just, confirmed it, and delivered over to me the chieftainship. On this account I, of my own understanding and free will and pleasure, subscribe to the under-written Articles of Agreement for my good behaviour:—

ARTICLE 1.

On the above-mentioned chieftainship are debts due to the Guikwar Sircar and to others I have not means to bear the whole of this burthen, which is known to the Sircar. But whatever order I shall receive from the Resident at Baroda on the part of the Honourable Company to adopt any plan for the liquidation of the Guikwar debt, I will agree to, and act in conformity with the same.

Whatever proportion of the resources of the State may be fixed to defray the expenses of the State at any time by the advice of the Resident, and an order given upon the subject, in conformity with it I will abide. In this I will make no difference.

ARTICLE 2.

A separate bond has been given regarding the annual ghasdana and jumabundee to be paid to the Guikwar government, according to which I will pay the sum. If in any year an Asmanee or Sultanee misfortune should really occur, then the Sircar, out of compassion, will make a remission in the tribute of that year according to the custom of the country.

ARTICLE 3.

The Company's Sircar has stationed in the above chieftainship a detachment of its sepoy's for my protection. For the expenses of the same in whatever manner the Sircar may direct, I will agree, and pay in conformity with the same.

ARTICLE 4.

The Bheels and Mewassees of the above talook shall not commit any disturbances in the districts of the Guikwar to the north and south of the

river Nerbudda, nor in the Khaseh districts of the Honourable Company, or in their dependencies. I will keep the arrangements with them binding. In the above province from every village *saal* zamin security has been taken for its good behaviour. If any village has been omitted, security shall be taken from it and a proper settlement be kept. If any disturbance or injury is sustained, and the same should be proved against any of the inhabitants of my province, I will answer for the same, or cause an answer to be given for it.

ARTICLE 5.

I will not harbour nor allow any one to harbour in my talook disturbers of the public peace, Mewassees, the criminals of both governments, and Bharwuttees. I will not, nor shall any other person, associate with them.

ARTICLE 6.

I will not commit acts of aggression against any one. If any dispute arises between me and any other talookdar or zemindar, I will make the same known to the Company's Sircar, and whatever order it may give respecting it I will abide by.

ARTICLE 7.

No one shall molest travellers passing and repassing through the limits of my talooks. I will take care that a proper settlement is made on this point.

ARTICLE 8.

In the above province reside Rajpoots and Grassias, who possess Geetas rights upon the Company's districts in the zillahs of Baroneh and Surat. Regarding these, papers of agreement were taken from them by Mr. Willoughby, Assistant to the Resident. Whatever final settlement of these may be made in conformity with the same I will cause them to abide.

ARTICLE 9.

In conformity with the order of the Company's Sircar, opium shall not be clandestinely conveyed within the limits of my province by any merchants or travellers, concealed in any other merchandize, without the seal and order of the Sircar. I will keep a good arrangement in this respect in my talook. If any opium is clandestinely conveyed I will seize it, and make the same known to the Sircar; whatever order the Sircar may give relating to the opium arrangements I will abide by.

In conformity with the above written nine Articles I will always act from generation to generation; if in this respect any difference arises, I will answer for the same. My talook is security for my acting in conformity to what is written above. What is written is true.

Rajah's Seal and signature.

No. CXL.

TRANSLATION of an AGREEMENT passed by MAHABANAH SHREE VARISALJEE, RAJAH of RAJPEEPLA, to HIS HIGHNESS GUNPUT RAO GUIKWAR, dated Sumwut 1909, Kartick Wud 1st, Saturday, corresponding with 28th November 1852.

Seal.

After compliments.—I am a half sharer in some of the villages under the Roond pergunnah, in consequence of which the ryots and other causes give rise to constant disputes. With a view to avoid the same, I begged the Sircar, through Kamdar Dhuneshwur Wishwanath, to make over to my management those villages in the said pergunnah over some of which your Highness possessed half and on others entire jurisdiction, as well as the custom Nakas at Nandode and other places, with sole authority over them, in lieu of which I would pay the Sircar annually a sum to be fixed by your Highness; that I would give up to your Highness my right of criminal administration, &c., over the village of Kurnalee, which at present is divided between me and the Sircar, and your Highness should therefore fix an amount equal to my half share in the village, and the same should be deducted from that sum which the Sircar should fix to be received from me for the villages now in the Sircar's possession, and the remainder would annually be given by me to the Sircar. This request of mine the Sircar was pleased to accede to, and I thereupon enter into this agreement, the conditions of which are as follows :—

ARTICLE 1.

I have given over to the Sircar, to their entire management, my half share of jurisdiction in matters of criminal administration, &c., over the village of Kurnalee, and I have now therefore no right whatever in the jurisdiction, &c., of the village, except that I am only to receive annually a sum on account of the revenues of my half share, and which by taking the average of ten years' receipts is fixed at Rupees 575-8-0. This will be deducted from the fixed amount of the revenues of those of the villages in the Roond pergunnah which the Sircar have given to me, and of which a detail is given in the following Article, and the balance will annually be paid by me to the Sircar.

ARTICLE 2.

A list of those of the villages in the Roond pergunnah over some of which half and on others entire jurisdiction has been exercised by the Sircar,

and which your Highness has made over to my management with sole criminal administration over them, as well as of the custom Nakas also given to me.

Villages over which His Highness the Guikwar exercises entire jurisdiction.

1, Thanna Roond; 2, Mouza Kotara; 3, Jeyore; 4, Bhurna.

Villages over which His Highness the Guikwar exercises half jurisdiction.

1, Mouza Poeecha; 2, Vasna-Nana; 3, Roond, pergunnah Bhalode; 4, Kakulpore.

Custom Nakas.

1, pergunnah Nandode; 2, pergunnah Bhalode; 3, pergunnah Panetha; 4, pergunnah Gowalee; 5, the custom derived at Ladba's Naka in the village of Kotara.

Spirit Shops.

1, Thanna Roond; 2, Mouza Kotara.

The above villages, custom Nakas, and spirit shops have, with the entire jurisdiction over them, been made over to me by the Sircar. By taking the average of ten years, including both civil and criminal receipts, the annual income thereof amounts to Rupees 14,187; from this is to be deducted the revenues of my half share of Kurnalee, as stated in the 1st Article, amounting to Rupees 575-8-0 annually, and it leaves a balance of Rupees 13,611-8-0. Out of this your Highness having kindly remitted Rupees 260-8-0, there remains a net balance of Rupees 13,351, which I will, without any objection or advancing a claim for remission on account of heavenly or earthly calamity, pay in one item on every Maha Soodh 15th.* To ensure a regular payment of the said amount I have obtained the Honourable Company's guarantee. The management of the aforesaid villages will be conducted by me in the same manner as was done by the Sircar. No new customs oppressive to the ryots will be introduced. The Sircar should pay the Huckdars and others the amounts of their respective hucks which may have been included in the above fixed sum. On the transfer to me by your Highness of the above mentioned villages, the Sircar will cause marks to be laid down to distinguish the boundaries of your Highness's villages, so that no dispute may in future take place regarding land, and render it easy to conduct the management according to the boundaries so laid down.

ARTICLE 3.

There are several mutual disputes existing regarding boundaries, also about lands and Geeras of the ryots; to effect a settlement of the same the Sircar should depute a confidential Kamdar, who, in conjunction with one on my part, will, after examining the documentary proofs on both sides, as well as bearing in mind the past management, make proper arrangements, and when once the marks are laid down, there will not remain any more dispute.

* This date will occur either in February or March.

ARTICLE 4.

No protection will ever be afforded in my territory to the Sircar's offenders. If land or other mutual disputes hereafter occur, they will be settled by attending to the proofs and the existing management on both sides, and no disputes will be entertained without any just cause.

ARTICLE 5.

Whatever direction the high roads usually take after passing the Nakas the Sircar have entrusted to me, will hereafter be continued. If it is usual for the goods to pass to and from the Sircar's territory through the above Nakas, I shall never, with the intention to shut up those roads, form new ones in my territory, and if the Sircar's Nakas suffer by my doing so, I will pay the loss that may be done.

The above is agreed to.

Sumrat 1909, Kartick Wud 1st, Saturday.

In the Rajah's handwriting.

Signed as above my own signature.

Seal.

Endorsement by the Resident.

The above agreement has been passed by the Rajpeepla Rajah to the Guikwar government. According to the 2nd Article thereof the above Rajah agrees to pay a sum of Rs. 13,351 to the Guikwar. A letter No. 5006 of the 12th November 1852 has been received from the Bombay Government regarding a guarantee to the above arrangement. The guarantee of the Honourable Company regarding the above Rs. 13,351 is hereby given.

(Sd.) J. M. DAVIES,
Resident.

Dated Baroda, 2nd December 1852.

No. CXLI.

TRANSLATION of an AGREEMENT entered into by the RAJAH of
CHOTA OUDEYPORE, KARTICK SOODH 7th, NOVEMBER 21st,
1822.

The Rajah of Oudeypore acknowledges that under the protection of the Honourable Company's government he has subscribed to the yearly payment

of ghasdana to the Guikwar government, and that the following are the Articles for regular and systematic proceedings in future :—

ARTICLE 1.

The Bheels or Kooles of the aforesaid talooka shall in no case commit any injury to the Sonkaira or Teelukwara or any other pergunnahs belonging to His Highness the Guikwar, or to any taluka or town under the protection of the Honourable Company. This engagement is to be kept most rigidly, and in case of any depredations being committed and proved, the Oudeypore Chieftain to answer accordingly.

ARTICLE 2.

The irregular, quarrelsome Mewassees, disobeyers and rebels against government, incendiaries (Bharwuttea) and others of such character, shall not be sheltered, nor allowed to be sheltered, in the Oudeypore pergunnah, nor any assistance be afforded them.

ARTICLE 3.

No private quarrels shall be allowed to be prosecuted ; but if any talookdar has any difference with any zemindar, the same shall be referred to the Honourable Company's government, and the decision thereupon be final.

ARTICLE 4.

The public roads through the limits of the Oudeypore talooka shall be protected from all interruptions of commerce or risks of personal safety.

ARTICLE 5.

It is most strictly agreed to for this talooka that, in conformity with the orders of government, no opium shall be allowed to be smuggled, without the seal and pass of the Honourable Company, in the baggage of any travelling merchants ; and if any opium is found attempted to be smuggled, the said opium shall be seized and reported to government and disposed of agreeably to the orders then received. These are the five Articles of agreement by which affairs are in future to be guided, and in case of any breach of these engagements, the Oudeypore Chieftain binds himself to answer the claim.

TRANSLATION of a PAPER addressed to the SIRCAR by the CHIEFTAIN of OUDEYPORE, RAJAH RAWUL PIRTHEERAJ, dated ASOO SOODH 10th, SUMWUT 1878, 28th JUNE 1822.

Of my own free-will and inclination I have agreed to make good yearly and pay through the mediation of the British Government the sum of rupees

ten thousand five hundred (10,500) to the Guikwar government, in the same manner that this ghasdana has been hitherto paid in Baroda. From this agreement there shall be no departure, and everything that concerns the above talooka, either good or bad, shall be transacted through the mediation of the British Government, and I will remain a servant of the Company ; nothing contrary to this shall be done ; to this I affix my signature.

TRANSLATION of the PERWANNAH given by HIS HIGHNESS SEEA-JEE RAO GUIKWAR SENA KHAS KHEYL SHUMSHERE BAHADOOR, to the RAJAH of MAHA RAWUL PIRTHEERAJ, dated the 2nd of the 2nd ASSO VUD, or 15th of the month of SUFFUR (OCTOBER 31st, 1822).

Ghasdana is due from you to the Baroda government, and it is agreed, under the mediation of the British Government and through the intervention of Mr. Williams, the Resident at Baroda, that the above to the amount of Rs. ten thousand five hundred yearly, shall be paid by instalment as hitherto, and if at any time you suffer through the inclemency of seasons or foreign invasion, then the Baroda government shall exercise protection in the same manner that is agreed upon for Kattywar and Mahee Kanta.

Therefore remain at ease in your mind that no injustice shall be attempted against you, and attend to the improvement of your talooka, and your agents and Karbarees Gokul Bukshi and Sardooram Dubba and Baba Matur and Puroodas Vunravan Paruck and others, when coming or going on business connected with your government, shall suffer no kind of interruption or injury ; for this protection, which is binding year by year for ever, the Honourable Company is guarantee.

Signed with both the seals of the Guikwar government.

TRANSLATION of a LETTER from J. P. WILLOUGHBY, ESQ., FIRST ASSISTANT in charge of the RESIDENCY, to MARAWUL PIRTHEERAJ, RAJAH of MOHUN, dated 11th DECEMBER 1822.

After compliments.—Your letter of Baderwa Soodh the 13th sent to Mr. Williams, the Resident, was delivered by your agent Moro Punt, and its contents are understood. The yearly payment of Ghasdana to the amount of Rs. (10,500) ten thousand five hundred the aforesaid Karkoon has paid for the year 1878, and has received receipts for the Warats, which

will be delivered to you, and respecting this said sum of Rupees (10,500) ten thousand five hundred you have agreed to send your agent yearly to pay the same in Baroda under the mediation of the British Government, as it has been paid hitherto, and pledges of good behaviour have also been given by you, on which account the Gaikwar government has given the Perwannah for the perpetual guarantee of the British Government ; therefore, be confident that so long as you fulfil your engagements you need apprehend no failure of these promises of protection.

(Sd.) J. P. WILLOUGHBY.

No. CXLII.

AGREEMENT between the BRITISH GOVERNMENT and MAHARAJ PIRTHEERAJ, RAJAH of BARRIA, his HEIRS and SUCCESSORS, concluded, in MARCH 1824, by CAPTAIN A. MACDONALD on the PART of the BRITISH GOVERNMENT and by RAWUL JEEJEEBHAAH on the PART of the RAJAH of BARRIA.

ARTICLE 1.

The Rajah Pirtheeraj having agreed to pay the British Government an annual tribute for its protection, will make no delay or evasion in fulfilling his engagement.

ARTICLE 2.

The British Government, in consideration of the debts of the petty State of Barria, will accept the sum of Shalim Shae Rs. 12,000 annually as tribute for six years, from the year Sumwut 1880 (corresponding with A.D. 1823-24) to Sumwut 1886 (corresponding with A.D. 1829-30).

ARTICLE 3.

This tribute shall be paid by instalments as follows :—

For the year Sumwut 1888 (A.D. 1823-24), Shalim Shae Rs. 12,000.

First instalment, Shalim Shae Rs. 6,000, to be paid in Assar Soodh, Sumwut 1881 (corresponding with July 1824).

Second instalment, Shalim Shae Rs. 6,000, to be paid in Kartick Soodh, Sumwut 1881 (or November 1824).

For the year Sumwut 1881 (A.D. 1824-25), Shalim Shae Rs. 12,000.

First instalment, Shalim Shae Rs. 6,000, to be paid in Assar Soodh, Sumwut 1882 (corresponding with July 1825).

Second instalment, Shalim Shae Rs. 6,000, to be paid in Kartick Soodh, Sumwut 1882 (or November 1825).

For the year Sumwut 1882 (A.D. 1825-26), Shalim Shae Rs. 12,000.

First instalment, Shalim Shae Rs. 6,000, to be paid in Assar Soodh, Sumwut 1883 (corresponding with July 1826).

Second instalment, Shalim Shae Rs. 6,000, to be paid in Kartick Soodh, Sumwut 1883 (corresponding with November 1826).

For the year Sumwut 1883 (A.D. 1826-27), Shalim Shae Rs. 12,000.

First instalment, Shalim Shae Rs. 6,000, to be paid in Assar Soodh, Sumwut 1884 (corresponding with July 1827).

Second instalment, Shalim Shae Rs. 6,000, to be paid in Kartick Soodh, Sumwut 1884 (corresponding with November 1827).

For the year Sumwut 1884 (A.D. 1827-28) Shalim Shae Rs. 12,000.

First instalment, Shalim Shae Rs. 6,000 to be paid in Assar Soodh, Sumwut 1885 (or July 1828).

Second instalment, Shalim Shae Rs. 6,000, to be paid in Kartick Soodh, Sumwut (or November 1828).

For the year Sumwut 1885 (A.D. 1828-29), Shalim Shae Rs. 12,000.

First instalment, Shalim Shae Rs. 6,000, to be paid in Assar Soodh, Sumwut 1886 (corresponding with July 1829).

Second instalment, Shalim Shae Rs. 6,000, to be paid in Kartick Soodh, Sumwut 1886 (or November 1829).

ARTICLE 4.

After the expiration of the period above mentioned, the tribute shall be increased in proportion to the amount of the revenues.

MAHARAJ SHREE PIRTHEERAJ GUNGADASJEE, in
the hand-writing of RAWUL JEEJEEBHAE.
What is stated above is binding.

Rawul
Shree Pirtheeraj
Gungadasjee,
constant servant
of Sree Ram.

Confirmed by the Governor-General in Council on the 20th April 1824.

No. CXLIII.

SIGNATURE of JEEJEEBHAE KAMDAR.

ENGAGEMENT entered into by RAJA PIRTHEE SING, of BARRIA,
and KAMDAR RAWUL JEEJEEBHAE with CAPTAIN ALEX-
ANDER MACDONALD on the PART of the HONOURABLE COM-
PANY—1824.

I agree of my own free will to pay to the Honourable Company without

failure, exclusive of the fixed tanka, the sum of Rs. 500 per mensem, or Rs. 6,000 per annum, for the maintenance of the cavalry and infantry stationed with me for the protection of the country. Besides this sum the established tanka will be regularly paid by instalments. The pay of the horse and foot, amounting to Rs. 500 per mensem, to commence from the 1st January 1824, or Sumwut 1880.

Dated 24th January 1824.

No. CXLIV.

ARTICLES of AGREEMENT concluded between the BRITISH GOVERNMENT and the STATE of BARIA for the remission of the tribute payable by the BARIA STATE—1892.

Preamble.—Whereas the State of Baria is bound by a Treaty, dated 20th April 1824, to pay to the British Government a yearly tribute of Salamsai Rs. 12,000; And whereas the Raja, Maharawal Shri Mansingji, has prayed the British Government to forego the said tribute and shown cause therefor; And whereas the British Government is willing on certain conditions to accede to the Raja's prayer; the following articles are, in this view, agreed upon between Maharawal Shri Mansingji, Raja of Baria, on behalf of himself, his heirs and successors on the one part, and A. C. Logan, Esq., Political Agent, Rewa Kantha, for the time being, on behalf of the British Government on the other :—

ARTICLE 1.

Transit duties are for ever abolished throughout the Baria State, and no duties under the name of export or import, or any other designation, shall be exacted from goods which enter, pass through, and leave the State limits without any material trade transaction taking place in regard to them.

ARTICLE 2.

The road from the railway station at Linkheda to Jhalod, as far as the frontier of the Baria State, remains in charge of the British Government for maintenance and repair, and will so remain until the British Government see fit to hand it over to the Baria State.

ARTICLE 3.

The British Government will levy tolls on the road described in the preceding article in accordance with the British law regulating such levy at such rates as it shall think proper. No cess of any kind shall be levied by the Baria State on this road, and the tolls of the British authorities shall be restricted to the amount required for purposes of maintenance and repair,

ARTICLE 4.

The Baria-Asadi road, and the Baria portions of the Godhra-Dohad road, not forming part of the Jhalod-Linkheda road, as described in article 2, all of which have been hitherto maintained by the British Government, are made over to the Baria State, subject to their being maintained and repaired to the satisfaction of the Political Agent.

ARTICLE 5.

The Baria State will institute a fund to be called the Baria Public Works Fund, to which all road tolls collected throughout the State will be credited. The Baria State will also make a yearly assignment to the fund of Rs. 12,500 (British currency) out of its general revenues.

ARTICLE 6.

From the aforesaid fund the State will pay annually to the British Government the amount by which the tolls levied on the Jhalod-Linkheda road, as described in article 2, fall short of the up-keep of the road within the limit of Rs. 1,500. The fund will also provide for the maintenance of the roads described in article 4.

ARTICLE 7.

The balance of the fund, after meeting the aforesaid charges, will be spent exclusively on objects beneficial to the subjects of the Baria State, such as roads, wells, tanks, revenue survey, and the construction and repair of buildings of general utility.

ARTICLE 8.

Wherever road tolls now exist or may hereafter be established in the Baria State, they will be regulated by a law in accordance with the British law on the subject of road tolls.

ARTICLE 9.

Tolls will in no case be levied in excess of the amount required for the repair of the road on which they are placed. The full rates of toll permitted by the British law will be levied only on roads which have been both metalled and bridged. For bridged roads not metalled, or for metalled roads not bridged, the tolls will not exceed one-half of those rates. No toll will be levied on roads which are neither metalled nor bridged. No second tolls will be taken on any road, the length of which is less than twenty miles. The location of the tolls and the rates to be levied at each will be notified in a manner to give them full publicity.

ARTICLE 10.

The British Government releases the Baria State from its obligation to pay tribute so long as these several conditions are observed.

ARTICLE 11.

On the same terms the Baria Tribute Fund is abolished. The Chauth, which is due from the Panch Mahals District to the Baria State and has hitherto been credited to the Tribute Fund, will be paid to the Baria State and may be credited to its general revenues.

Executed at Godhra, this 12th day of September one thousand eight hundred and ninety-two.

(Sd.) MANSINGJEE PRATHARUJEE,

Rajah of Baria.

(Sd.) A. C. LOGAN,

Political Agent.

Approved and confirmed by His Excellency the Viceroy and Governor-General of India.

SIMLA,
The 24th October 1892. }

(Sd.) H. M. DURAND,
*Secretary to the Government of India,
Foreign Department.*

No. CXLV.

ENGAGEMENT of protection from the BRITISH GOVERNMENT given to the CHIEF of LOONAWARA by MAJOR ALEXANDER WALKER, RESIDENT at BARODA, under date the 27th September 1803.

This is to certify that the Rana Pertab Sing, Chief of Loonawara, having applied for the Honourable Company's protection, and having, by the friendly intercourse of letters, declared that all his means shall be employed to promote the destruction of Kanoojee, I have at his request, and in consideration of the above circumstances, granted to him this writing, which will entitle him to the friendship of the English and of their ally Anund Rao Gaikwar.

Should the English troops, in prosecution of the war against Kanoojee, enter the territories of the Rajah of Loonawara, they will refrain from doing the inhabitants any injury or molestation; on the contrary, they may be assured of protection, the Rajah on his part ordering his subjects to furnish provisions and whatever may be required, which will be punctually paid for according to the custom and good faith of the English.

This writing is on the opposite side translated into Marhattee, that the officers of the Gaikwar Sircar may also extend their friendship to the Rana Pertab Sing.

(Sd.) A. WALKER,
Resident at Baroda.

Done at Baroda, 27th September 1803.

Approved by the Governor in Council of Bombay on 5th October 1803.

No. CXLVI.

TREATY concluded with the RAJA of LOONAWARA, 1803.

In virtue of the authority which has been vested in Colonel John Murray, commanding the British forces in Guzerat Attaveessee, and districts conquered from Dowlut Rao Sindia, to ratify and conclude a Treaty of amity with me, on the basis of friendship, and on those terms of reciprocal benefit which had been previously acceded to on my part, and recommended in my behalf by Colonel Murray during his continuance in the Loonawara district, and anxious to profit by the friendly protection which the Honourable Company Bahadoor has been graciously pleased to extend towards me, I do, of my free-will, and in conformity to the terms previously agreed to, hereby enter into or confirm the following conditions, namely:—

ARTICLE 1.

First, as tributary to the Honourable Company Bahadoor, I hereby engage, in consequence of their gracious concession, in my behalf, of the tribute hitherto usually paid by me to the late government of Dowlut Rao Sindia, to maintain, at my own expense, devoid of every claim to remuneration from the government of the Honourable Company Bahadoor, a military force for the defence of my territories, the services of which shall be at their command, in repelling every attempt hostile to their interests, by an invasion of the Guzerat through my districts; and I hereby engage to relinquish all claim to indemnification for any injury myself or subjects may sustain, in our persons or property, by these efforts against the common enemy, considering, on all occasions, the enemies of the English as my own, and pledging myself to defend my country against them to the last extremity; further engaging to give such token of allegiance as His Excellency the Governor General may be pleased to require.

ARTICLE 2.

Secondly, I engage, on all occasions, to be answerable for the safety of the property and persons of the British Government, its servants and subjects,

wherever they may be, now or hereafter, in my districts, and relinquish all claim to remuneration for their services from the government, as far as relates to them or those in their service; but with respect to their subjects, I reserve the right of taxing merchandize and exacting payment, according to ancient custom, for the protection which I hereby engage to give the merchants.

(Sd.) J. MURRAY, Colonel.

Concluded, Camp Loonawara, November 14th, 1803.

No. CXLVII.

TRANSLATION of an AGREEMENT passed by the RANA of LOONAWARA to the GAIKWAR GOVERNMENT.

I, Rana Futteh Sing, of the talooka of Loonawara, do of my own free-will admit that whenever the army of the Sircar came into these parts, the ghasdana and khirajat used to be discharged according to the running account. My villages were in this way distressed and the population decreased. Therefore, as the Sircar's army having been to Kattywar has made an equitable perpetual settlement according to the amount of former payments, I, in like manner, for my own tranquillity, have passed a writing in which the sums due for ghasdana and khirajat are included in one item. A separate bond for ten years on this subject has been passed to the Sircar. According to the condition of it I will send a Kamdar every year to Baroda and discharge the amount. There shall be no deviation from this agreement. I, my sons, and their descendants from generation to generation, as many as shall manage Loonawara, will for ever abide by the above written agreement. A separate perpetual security bond has been passed which is to be abided by. There is to be no deviation from this. If a deviation should take place, I am an offender against the Sircar. This writing is true.

Sumwut 1869, Cheiter Soodh 14th.

‘ RANA FUTTEH SINGJEE.

Signed by the hand of MEHTA NANA ICHARAM.

TRANSLATION of a BOND passed by JUSOO PHOOLJEE BHAUT, of MOONDA, to the GAIKWAR GOVERNMENT.

I, of my own free-will, pass this agreement to the Sircar on the subject of the ghasdana and khirajat of Futteh Singjee, Rana of the talooka of Loonawara, from Sumwut 1868, for ten years, viz., the ghasdana and khirajat

together are fixed at Rupees 7,001 for one year. The kistbundi has also been settled, and according to this I will every year settle at Baroda, and will pay the money according to the kistbundi. If by the will of God the payments shall be made four days sooner or later, interest shall be given at the rate of 1 per cent. per month.

Particulars of the kistbundi.

1st kist to be paid on 2nd Margseer Sood	...	} Rupees 7,001.
2nd do. do. 2nd Maha Sood	...	

According to this arrangement the money will be paid year by year. I will pay it regularly for ten years. If the periods of payment be extended, interest to be paid as above mentioned, and if a Mohsul come from the Sircar, mohsulee and khurch and the pay of a kossid to be discharged. This writing is true.

(Sd.) BHAUT JUSOO PHOOLJEE.

Summut 1874, Chaiter Soodh 14th.

The above written is true.

No. CXLVIII.

AGREEMENT concluded with MAN SING PATUNKUR, dated the 10th August 1819.

As Man Sing Patunkur has repeatedly and earnestly entreated the aid of the British Government to effect a just settlement of his tributary claims from the petty States of Soanth, Rampoor, and Loonawara, in consideration of the friendly relation subsisting between the British Government and the Maharajah Dowlut Rao Sindia, and with a view to the preservation of peace and tranquillity, and the restoration to good order and eventual prosperity of the principalities of Soanth and Loonawara, both of which have been and are still so distracted by intestine commotions, and so harassed by foreign troops as to be in danger of utter desolation, Brigadier General Sir John Malcolm offers to the consideration of Man Sing Patunkur the following conditions, assuring him that upon these terms only will the interference of the British Government be exerted in his behalf :—

ARTICLE 1.

The British Government will guarantee to Man Sing Rao Patunkur, as long as he is authorized by his Prince Dowlut Rao Sindia to receive it, his annual tribute from the States of Soanth and Loonawara, amounting to

Babashae Rupees 19,000 per annum, of which sum the State of Soanth pays Babashae Rupees 7,000, that of Loonawara Babashae Rupees 12,000. This tribute will commence with the year Vikrumajeet 1876, or A.D. 1819-20. This tribute, the total sum of which is Rupees 19,000, shall be paid in two instalments, *viz.*, in Magh Soodh Poorun Masee, corresponding with December A.D. 1819, Rupees 9,500, and in Jesth Soodh Poorun Masee, corresponding with April 1820, Rupees 9,500. The British Government will also guarantee to Man Sing Rao Patunkur his arrears of tribute for the year 1875, or A.D. 1818-19, from the above-mentioned State of Loonawara, amounting to Rupees 700, if, on enquiry, the demand prove just. This arrear to be paid by instalments, of which the dates will be fixed hereafter. The period of liquidation not, however, to exceed two years.

ARTICLE 2.

Man Sing Rao Patunkur must immediately withdraw all his troops of every description, as well as all his Karkoons and officers, from these States, and on no account, for the future, exert any interference, either directly or indirectly, with the affairs or with the government of Soanth and Loonawara.

ARTICLE 3.

Man Sing Patunkur must relinquish, in favour of the Rajahs of Soanth and Loonawara, all claims to the villages he now demands, *viz.*, 70 from Loonawara and 42 from Soanth, which villages, it is acknowledged, have been forty years in their possession.

The above Articles have been agreed upon and settled this 10th day of August 1819.

No. CXLIX.

TRANSLATION of a WRITING from the CHIEFTAIN of BALASINORE to the COLLECTOR of KAIRA, dated 30th August 1820.

The Sircar has been pleased to furnish me with copies of the Opium Regulations, *viz.*, Regulation I, 1818, and Regulation II, 1820. According to these enactments, I shall in my villages regulate the opium. Should any person, however, in breach of the Honourable Company's Regulations, import opium, I consent that any one on the part of the Honourable Company may seize the same in my talooka.

I shall make the Honourable Company's Regulations known to my ryots, and take care that they are respected.

Besides, as to the opium required for the internal consumption of my country, the people of my talookas shall bring it from such depôt as the Sircar may prescribe, and sell it by retail, according to such rules as may be in force in the Honourable Company's districts.

(Sd.) by WUZOO MOOZMOOADAR,
on the part of BABE ABAD KHAN SULABUT KHAN.

No. CL.

ADOPTION SANAD GRANTED TO THE NAWAB OF BALASINOR—1890.

Her Majesty being desirous that the governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, any succession to the government of your State which may be legitimate according to Muhammadan law, will be upheld.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the treaties, grants or engagements which record its obligations to the British Government.

(Sd.) LANSDOWNE,
SIMLA,
The 23rd June 1890.
Viceroy and Governor-General of India.

No. CLI.

TREATY concluded with the RAJAH OF SOANTH, dated the 15th December 1803.

Trusting and believing in Providence—

I hereby declare that, desirous to embrace the very amicable offer made to me by Colonel Murray, Commanding the British forces in the Guzerat Attaveesee, and conquered districts, on behalf of the Honourable Company Bahadoor, and to cement the friendship which at present so happily exists between me and the Honourable Company's government, I have, in testimony

thereof, of my free-will and consent, entered into the following engagement with the Honourable Company Bahadoor, under whose protection it has pleased the Almighty to place me:—

ARTICLE 1.

As tributary to Powagur and the Honourable Company Bahadoor, I hereby engage to continue the payment of the same annual tribute as it has been usual for me to pay to the late government of Dowlut Rao Sindia (namely, Rupees 2,700); but should it please the Honourable Company's government graciously to release me in future from the payment of the aforesaid tribute, then I engage to present them annually with such nuzzerana in token of my allegiance as they may be pleased to direct, which shall be in lieu of all other sums whatsoever; and as long as I continue faithfully to adhere to the interests of the Honourable Company, this concession of the tribute to be paid by me, if acceded to by His Excellency the Governor-General in Council, shall not be liable to be revoked.

ARTICLE 2.

I engage, on every occasion, to consider the enemies of the English as my own, and to the last extremity to defend my country, and oppose every attempt of a hostile nature which may be made by a foreign power for the passage of troops through my districts, and relinquish all claim to indemnification for any losses myself or subjects may suffer on the occasion.

ARTICLE 3.

On all occasions when my country is threatened by a foreign force, either on account of my attachment to the British Government, or by people my enemies, I shall receive assistance from the Honourable Company's government to enable me to resist the enemy; unless it should appear the invasion is intended merely to punish insubordinate subjects of mine, who may have violated my neighbours' boundaries, when I agree to adopt such measures as may satisfy the aggrieved.

ARTICLE 4.

I engage, on all occasions, to be answerable for the safety of the property and persons of the British Government, its servants and subjects, wherever they may be, now or hereafter, in my districts, and relinquish all claim to remuneration for these services from the government, as far as relates to them or those in their service. But with respect to their subjects, I reserve the right of taxing merchandize and exacting payment, according to ancient custom, for the protection which I hereby engage to give to the merchants.

(Sd.) J. MURRAY, *Colonel*.

Concluded, Camp Kalihan, December 15th, 1803.

No. CLII.

TRANSLATION of a FA'EL ZAMIN BOND by COOVERA WUSSAWA, of the SUKHBARRA PERGUNNAH, with MAHARANAH VEERASAL, RAJAH of RAJPIPLA, on the part of himself and other villages of the above pergunnah subject to his authority, &c., &c., his brethern, all those who reside within the limits of his pergunnah DHAROLA (or those who bear any kind of arms), ryots and all who reside in the district of SUKHBARRA, of his own free-will, dated the 9th of Maha Soodh, Sumwut 1878, corresponding with the 31st of January 1822.

ARTICLE 1.

I myself, my brethren, and all who reside in the villages of my pergunnah, will continue to reside in them, and remain in obedience to the orders of the Sircar, the same as ryots.

ARTICLE 2.

An exemption was anciently made from paying revenue from my pergunnah Sukhbarra, but the ancient veera (or taxes), dund furozee (or fines levied from criminals), &c., &c., and other levies, small or great, formerly paid to the Sircar, I will now pay. The customs of the pergunnah of Sukhbarra belong to the Sircar, and will be collected by its thannadar.

ARTICLE 3.

I will always obey the thannas which are now placed by the Sircar, and if any other thannas may in future remain or be sent, I will always pay obedience to the orders they may give me.

ARTICLE 4.

If I have become possessed of any village or land by force, or unjustly, I will restore it by the order of the Sircar. In future, I will not take possession of any village or land by force; but if any one is willing to give land to me, having informed the Sircar that such is the case, and having obtained its order, I will take it.

ARTICLE 5.

Whatever I justly owe, or whatever is justly owed to me, or whatever just right I may possess, whatever boundary dispute may arise relating to me, whatever claim I may have in the territories of the Honourable Company, in those of the Guikwar government, in those of the Rajpeepla government, or in any other districts, wherever they may be, I will make the same known to

the Sircar, and will agree to whatever settlement it may make, and take accordingly. I will not distress the Patell or ryots of any village purbhara (or directly), nor take more than may be fixed by the Sircar, nor occasion any additional expense to any village beyond that fixed by the Sircar.

ARTICLE 6.

If from this time any robbery shall be made in any village, or any injury be offered to ryots, merchants, or travellers, and it is proved I am concerned or in fault, I will give a satisfactory answer to the Sirkar.

ARTICLE 7.

I will seize any refractory persons, robbers, Bharwutteas, who may go out with a gang with the intention of committing depredations, plundering on the highway, or to commit thansa, who may enter any place situated within my boundaries. If they are too strong for me, I will without delay give the necessary information to the Sircar, and having obtained the assistance of the Sircar, will seize them. I will not join any robbers or Bharwutteas, neither will I give them a hookah or water, nor allow any one to do so. I will not give them a resting place, or food, nor allow any one else to do so.

ARTICLE 8.

If any new persons, either a relation or a Purdeesee (or a person belonging to any place situated out of his own territory), may come to reside in my village, having taken security from him, I will allow him to take up his residence. If any fault shall be proved against him, I will produce him before the Sircar. If it is proved that I secretly allow any person to remain, I will give an answer to the Sircar.

ARTICLE 9.

I will not entertain in my service any Purdeesee (foreign) Sebundy, either horse or foot. If it shall be discovered that I do so, I will give an answer, and will agree to whatever punishment the Sircar may impose upon me.

In conformity with the above-written nine Articles which I have given, I will continue to act; if in any respect a difference occurs, I will give an answer, together with the expense of *Roz Mohsulle*, and whatever punishment it may please the Sircar to inflict, I will consent to. Besides the above, I will act in conformity to whatever orders may be issued by the Sircar, for which Mylo Wussawa, of the village of Roomalpooroo, and Katreea Wussawa, of the village of Sumcaree, are my perpetual Fa'el Zamin security; they will observe this themselves, and make me do so. Cano Fuqueero Wussawa, of the village of Vuraduvous, in the Baroach pergunnah, and Manglo Wussawa, of the village of Duroopulee, in the Sukhbarra pergunnah, are arr-zamin (or counter-security).

Declaration made by the persons who have become counter-security.

We, of our own free-will, become arr-zamin, that, in conformity with what is written above, we will give an answer, or cause one to be given, year by year, always as long as the authority of the Honourable Company, that of the Guikwar Sircar, that of the Raj Sircar, &c., &c., shall continue to exist.

(Sd.)	WUSSAWA COORJEE OMUD	+ his mark,
,,	WUSSAWA MYLO POONJA	+ his mark,
,,	WUSSAWA CATREE HUDUA	+ his mark,
,,	WUSSAWA CANO FUQUEERO	+ his mark,
,,	WUSSAWA MONGLO DEEVALUC	+ his mark,

Arr-zamin.

TRANSLATION of an AGREEMENT entered into by COVEEREEA WUSSAWA with J. P. WILLOUGHBY, Esq., renouncing all claim to the GHOONWALEE KHOONTEE on condition of receiving a pecuniary commutation from the GUIKWAR GOVERNMENT for the sum of Rupees one thousand per annum, dated Sumwut 1881, Cheiter Vud the 5th, corresponding with the 8th of April 1825.

I will never commit any depredation or dispute in the territories belonging to the Honourable Company, to the Guikwar, to Rajpeepla, or in any other talook (district), but will pursue a peaceable mode of life. On this point I formerly gave a writing to government with security for my good behaviour, which still continues in force. The Guikwar authorities at present collect the Khoontee of Ghoonwalee at Soonghur, the half of which belongs to me. I intrusted the settlement of this claim to government, promising to abide by its decision respecting it. Upon this, government in its beneficence have agreed to obtain from the Guikwar government Rupees (1,000) one thousand per annum, in commutation of my half share of the Khoontee in question. To this settlement, of my own free-will and pleasure, I agree: from this time I will not make any dispute or depredation in the territories of the Honourable Company, the Guikwar, Rajpeepla, or any other district, but will live quietly, performing service according to the orders of Government; if any infraction of this agreement arises, I shall be an offender against Government, and if for my offence government should confiscate my wuttan (entire estate) and Geeras, I relinquish my claim to the same. I agree to this stipulation for the satisfaction of government, and for my

acting in conformity to this engagement, and pursuing a peaceable course of life, the securities given to my former engagement are in force. They will cause me to answer for myself or give an answer for me.

(Sd.) WUSSAWA COOVERNA OMED.

Witness :

(Sd.) ABDULLA KHAN BULLOCHE, *Jemadar*.

No. CLIII.

TRANSLATION of a FA'EL ZAMIN Bond taken by J. P. WILLOUGHBY, ESQ., for the GUIKWAR GOVERNMENT, from BAJEN DAIMEE, VAJAO DAIMEE, MEWASSEES of TILLUCKWARRA, including their families, relations, and dependants, dated the 14th of Falgoon Soodh, Sumwut 1881, corresponding with the 18th March 1825.

In consequence of our improper conduct coming to the notice of government, a force was equipped against us, which inflicted punishment upon us. Now, through the beneficence of government, we have been directed to re-inhabit our villages, and to conduct ourselves properly for the future, according to the orders of government, after the manner of ryots. Agreeing to this order, we, of our free will and pleasure, and in our right senses, subscribe to the under-mentioned Articles of agreement :—

ARTICLE 1.

We will reside in the country belonging to the government after the manner of ryots, and transact our business in an equitable way. We will not commit any depredations, or make any dispute with any one residing in the districts of the Guikwar government, of the Honourable Company, of Rajpeepla, Chota Oudeypore, Gurl, or any other talookdar; we will act in obedience to the instructions of the thannas of government which at present exist, or may in future exist.

ARTICLE 2.

We will pay whatever revenue is due on account of the villages of Tilluckwarra belonging to government, and will pay according to the custom of the district the levies put upon Oopurwuree land, besides salamee and babtees according to annual custom.

ARTICLE 3.

We have given to Mr. Willoughby a written paper giving an account of our just rights, lands, and claims upon persons residing in the districts of

the Guikwar government and Rajpeepla. In whatever manner government may arrange such of these as on enquiry shall appear to be just, we will agree to the same, for ourselves and posterity from generation to generation; according to this settlement we will abide, and receive whatever government may choose to give us.

ARTICLE 4.

In several villages we have lent money and taken writings for Geeras in lieu thereof; we admit that we have no claim for the Geeras in question, and we will agree to whatever arrangement government may make for the repayment of such sums we have lent as on enquiry may be found to be just. From this time we will not make any dispute on this subject with the inhabitants of the villages in question. In future, if any dispute arises with any one regarding money transactions, we will petition the government, and act according to its order respecting the same; we will not directly make any dispute in future with the inhabitants of the villages, and not take more than that awarded to us by the government arrangement, nor will we cause expense to fall upon any village ourselves direct.

ARTICLE 5.

We will restore whatever villages and lands, situated in the districts of government or in those of the talookdars, we may be found to have unjustly possessed ourselves of, when government gives an order to that effect. In future, we will not, without the permission of government, either take on mortgage, buy, or receive as a gift, villages, lands, Pusaeta, or Geeras from any one.

ARTICLE 6.

We will not associate with rebels and disturbers of the public peace of the districts of the Guikwar and the Honourable Company, of Rajpeepla, and the other talookdars; we will not afford them an asylum, or permit any one to harbour them in our villages, or give them food, or allow any one to do so. If we are able, we will seize and deliver them over to the custody of government. If it is proved that we do associate with any person of the above description, we will become answerable for the claims upon him, and for a fine for doing so; if any robber is traced to our villages, we will carry on the trace to the next village, and establish the same upon it, otherwise we will produce the criminal and restore the property stolen.

ARTICLE 7.

To satisfy government for the due performance of the above-written Articles, Bajee Daimee agrees to reside at Baroda for a period of five years from this date, living upon his own means; if it appears to the satisfaction of government, in the course of five years, that we act in conformity to the above-written agreement, and no infringement of the same occurs, then whatever orders government may issue regarding releasing the hostage will be obeyed by us. In conformity to this writing he will remain as a hostage.

In this manner seven Articles of agreement have been written. If any infraction of the same takes place from this time, whatever punishment government may award we will agree to. For this agreement our Wutun (estate) and Geeras is security; Rowjee Bawa Gymul Sing Bharote, inhabitant of the village of Tanjoolja, of the Baroda pergunnah, is perpetual security both for our good behaviour, according to what is written above, and for our personal appearance; and Rana Abeh Sing, of the Cusbah of Ahmood, and Rhatore Saheb Khan, of Veejeria, are counter-securities for the same. In conformity with what is written above they will act and cause us to act; they will be answerable for claims upon us, and cause us also to be so.

(Sd) for BAJEE DAIMER
by the MEHTA of the Thakoor of AHMOOD.
(Sd.) VEEJOO ditto.
 ,, ROWJEE BHAROTE.
 ,, RANA ABEH SING
by his karbaree MEHTA HURRY RAM DYARAM and
RANA KEESREE SING SUJAN SING.
(Sd) SAHEB KHAN,
 Thakoor of Veejeria.

No. CLIV.

TRANSLATION of a MEMORANDUM from the GUIKWAR GOVERNMENT, being arrangements for the SETTLEMENT of the MEWASSEES of the REWA KANTA; without date.

I. The following is the list of the Mewassee zemindars in the districts:—

1. The pergunnah of Sinore contains Shanore and the three Mandwa towns, Mandwa, Nundurria, and half the town of Chanode.
2. The pergunnah of Sanckaira, Naswary, having twelve towns and four villages dependant, and Augur, consisting of Augur and Seesana.
3. The pergunnah of Tilluckwarra, containing nine towns, as shown in the Statement of the Kamavisdars Wujureea Oochad, Chureyswar, Pulsani, Para, Beelooria, Nullia, Balodra, Seeral.
4. The pergunnah of Sowley. No statement has been sent by the Kamavisdar of this district of the zemindars or Mewassee villages; therefore, when the return shall be made, the zemindar and Mewassee villages therein

shall be included in the arrangements, to be controlled in conformity to the five following Articles.

5. The ten Geerasia villages termed Dus Gaum.

For the above-mentioned villages belonging to Mewassee zemindars, or if on enquiry others should be found which have been overlooked, that is to say, for all villages that from any distant period have paid fixed revenues through the zemindars, the following Articles are agreed to for the investigation of their rights and their better government—

ARTICLE 1.

In whatever town shall be found Tulput and Waanta lands, and from any remote period the fixed revenue has been paid through the medium of the zemindar, it is to be understood that, from the circumstance of there being Tulput land, the town belongs to government.

ARTICLE 2.

If in any town Tulput land shall be found which the zemindars have united from any remote period with Waanta lands, and the revenues for past generations have been paid in one sum, such towns are to remain in possession of the Mewassees, and the settlement of future revenue to be made in the present investigations.

ARTICLE 3.

In such towns as have been let on farms by kamavisdars to zemindars, and retained by them without their having any just right to the same, and the fixed revenues paid by the zemindars as fixed by the kamavisdars, such towns are not to belong to the Geerasias, but to government.

ARTICLE 4.

If any town has been from a very remote period in possession of a zemindar, and such town held by his ancestors or other Gaerasias, then, in consequence of such long possession, he shall be confirmed therein, and the settlement of the future revenue to be made in the present investigation.

ARTICLE 5.

If in any town the zemindar shall possess Waanta lands, and hold also Tulput lands by grants of forty or fifty years' standing, or by grants from former governments, by the production of such grants the town shall remain in possession of the Mewassee, and the settlement of future revenue to be made in the present investigation.

In this manner is the revenue of the Mewassee zemindars to be adjusted, but the half of Chanode now consigned by government to the charge of a kamavisdar is to remain as at present.

In settling the revenue from the Mewassee villages, an average of the last ten years, including khurajat, bantees, &c., must be fixed for a perpetual tribute, but in forming the ten years' average, no year of famine or invasion must be reckoned, for, if they be, it cannot be expected that in future years of calamity a reduction can be consented to ; in this manner the agent is to make the settlement in communication with government.

When any zemindar is completely impoverished, then, in communication with government, a five years' agreement is to be made with him, commencing with smaller payments suited to his means until the fifth year, when the lawful tribute is to be paid.

If, however, any zemindar is so situated as that his affairs cannot be comprehended under either of the above provisions, then the agent, in communication with government, shall make the best arrangements that circumstances will admit, for a fixed perpetual revenue for the future.

The following is the manner in which, in conformity to the settlement the Mewassee zemindars of the several pergunnahs shall yearly give security to the kamavisdars of the same to pay the revenue without any reduction :—

1st.—The Thakore towns belonging to respectable zemindars, Wujeery, Sinore, Mandwa, Augur, Nuswary, Palsone, and Dus Gaum, total seven towns, and any other place held by any respectable Thakore, shall pay revenue as fixed by the present settlement through the medium of the Resident, year by year, to the kamavisdar.

2nd.—The smaller Mewassee villages must pay their revenue as fixed by the present settlements to the kamavisdar, and if any one delay payments, the kamavisdar is to make it known to the agent and raise the money in communication with him.

2. The following are the Articles of arrangements to be entered into with the Mewassees :—

A. Whatever claim the zemindars may have on their respective villages* under the several heads of Geeras or Waanta or Dahu or Protection Money (Rukkapa), shall continue to be paid by government as they are now established ; they shall not be added to, and if any old or frivolous claims are advanced, if they are founded on precedents within the last years, they are to be admitted for investigation, and the agent giving them due examination shall decide upon them ; but if the claim be of anterior date to ten years, government is not to be required to answer them, and in whatever village the zemindar receives protection money, he is to protect it, and if the village sustain injury he is to make good the loss according to the local customs in such cases.

B. Arrangements for the protection of the villages in the districts from Mewassee Geerassias.

a. No Mewassee zemindar shall afford protection to plunderers or robbers, and if thieves belonging to any zemindar's village commit depredations or outrages in the districts, and loss be thereby sustained, then the zemindar guilty of having sheltered them shall make good the losses so sustained agreeable to the custom of the country, unless he can prove that the thieves have passed on beyond his lands; if he cannot do this he must make good the loss.

b. The sums at present paid under the denomination of Geeras are to be continued at the present rates; no extortion or violence to be practised on the ryots on that account, and reparation will be enforced for injuries if any injury be done to the ryots.

c. In whatever towns belonging to zemindars any Geerasias may have fixed their residence, it is optional with them to remain and enjoy their rights at present enjoyed, such as Geeras, Ranwutteea, Weechan, and Posita, but they are not under these pretexts to advance additional demands or give vexation or alarm to the villages; and if any injury be done by them to any village, the zemindar who protects them will be compelled to make good the same and to deliver up the persons of the offenders.

d. The Mewassee Geerasias having hitherto been constantly in the practice of carrying on private wars one with another, this is to be discontinued, and the injuries to the peaceable villages consequent on such hostilities are not to be allowed; no infringement of public peace will be permitted to pass with impunity.

e. If people of disorderly habits belonging to zemindars' villages enter peaceable villages for purposes of depredation and any affray ensue, and any of the offenders fall, the villagers are not answerable for what is done in self-defence, and no compensation to be demanded from them.

f. The zemindars in their respective villages are independent to entertain or discharge Rajpoot Koolies or others, or give them Posita lands or monthly pay, or to invite settlers into their villages; but if they discharge people of disorderly habits, their being let loose on the country may be injurious to the peaceable districts; such people, therefore, previous to being discharged, are to be bound over under double security to good behaviour, and in case of this being omitted, and their committing depredations, the zemindar, through whose neglect this befalls, will be made answerable for the consequences.

3. The limits of the several towns in the districts as now received are to be continued, and if at any time or in any place there should be boundary disputes betwixt the zemindar and government villages, the claims on both sides are to be made known to the Agent, who will settle them after careful examination; but if they can by mutual arbitration of Punchayet settle the dispute amicably, there will be no necessity for his interference in matters of this kind. No injury or oppression is to be allowed against the government villages, and if it shall appear that the zemindars have in any case encroached or appropriated lands belonging to government villages during the last five or ten years, the encroachments are not to be permitted, and claims or complaints are to be adjusted by the Agent.

4. The zemindars shall continue in undisturbed possession of the Waanta rights they at present enjoy in government districts, nor suffer any molestation on account of counter-claims of Tulput, etc., but whatever villages pay Waanta are to pay the same to the customary amount only, for lands actually under the plough, and fees due to government from lands of that tenure are to be paid as heretofore, and on all Waanta lands, whatever has been hitherto paid by the cultivating tenants respectively shall continue to be paid and no increase permitted; and in case of Geerasias incurring debts to inhabitants of government villages, or zemindars dependent on government, or merchants or others, and for the settlement of the same, or as compensation for public offences, shall assign their rights of Waanta or the produce of Waanta or Geeras, such shall be confirmed and no opposition offered to the arrangement. Precedents of former customs to be received as law, and if, on the other hand, government Kamavisdars or villagers have encroached on lands belonging to zemindars within the last ten years, on their showing proofs of the same, the agent, in communication with government, is to restore the same; and if in the manner above described any zemindars shall have assigned over Geeras or Waanta rights to government ryots, and cause molestation to the present possessors, the agent is to examine into and decide on the claim.

5. The zemindars in their respective villages hold the government over the population of the same, but if they are found guilty of oppression or injustice to respectable persons or Soucars or Brahmins, the same agreeable to custom is subject to investigation and to be settled.

6. Whenever the royal retinue of this government proceeds for religious ceremonies to the banks of the Nerbudda, the customary tribute (nuzerana) and preparations are to be expected from the zemindars, but if any are impoverished, government will take it into consideration and demand less.

7. The zemindars are not in future to be allowed to obtain lands without approbation of government under the different denominations of Weechan or Posita or any other term: the Mewassee Geerasias are a turbulent race, and their increase is to be deprecated; this is to be made known on the part of government to the villages.

8. The zemindars are independent in their several villages, respecting Brahmins, Bhats, and other religious mendicants as to their Posita or alms to give or withhold the same, but they are not to deprive them of any ancient possession bestowed for charitable purposes.

9. Sundry Brahmins and other traders in Chanode are wont to send wood-cutters to the hills to cut timber, which is brought down the Nerbudda in rafts; on this timber the Mewasseees are to levy no more than the customary duties, for if additional duties were put on, the timber could not be brought, and injury would accrue to this government; therefore the Mewassee zemindars are to be warned on this head.

10. The jummabundee dues levied every alternate year by the Rewa Kanta Moolookgere, including Khurajat Bantees (extra levies) of every

description, are to be fixed in perpetuity upon those by whom they have hitherto been paid. Respecting these, written proofs shall be separately furnished.

11. If any Mewassee zemindar, being without offspring, wishes to adopt a child as his heir, he may do so according to law established, paying the customary fees to government, and when any zemindar dies, his heir, near or remote in relationship, may succeed, as has hitherto been the custom, the same being duly made known to government.

12. The district of the pergunnah of Sowlee is given to Meer Umeenul Deen Hossain Khan as his jaghire for his Risallah, and the pergunnah of Tilluckwara to Ram Rao Anajee as his jaghire for his Pagah, both districts being thus assigned to special purposes by government in Doomala; in case the jaghiredars may show the wish to exchange their districts in consequence of the arrangements, etc., with the Mewassees being in future to be transacted through the Agent, this will not be attended to: the respectable zemindars are to pay their tribute through the Resident to these jaghiredars, and the inferior Mewassee villages to pay theirs as already provided for.

No. CLV.

TRANSLATION of a FA'EL ZAMIN or SECURITY BOND for good behaviour entered into with the SIRCAR ALIJAH BAHADOOR (GOVERNMENT of DOWLUT RAO SCINDIA) through the mediation of J. P. WILLOUGHBY, Esq., POLITICAL AGENT on the part of the BRITISH GOVERNMENT in the province of REWA KANTA and the ZILLAH of POWAGURH, by THAKOOR KESREE SING ABEH SING and his son DEEP SING, PROPRIETORS of the MEWASSEE VILLAGE of KUNJEREE, of the HALLOLE PERGUNNAH, dated 8th Maha Soodh, Sumwut 1882, 15th February 1826.

We, of our free will and in perfect possession of our faculties, have entered into a bond with the Sircar, containing the under-mentioned Articles of Agreement, the same being binding in perpetuity on ourselves, our brethren and relations, on all inhabitants or persons bearing arms, residing within the jampla or gates of the village or villages belonging to us, or outside in its (or their) suburbs usually designated Mowada, Wara or Was, to wit:—

ARTICLE 1.

We will conduct ourselves as peaceable ryots, observing respect to the (Umul) authority of the Sircar (government) which has hitherto been estab-

lished over the above-mentioned village or villages, or lands under our management, and paying implicit obedience to its (the government's) orders. Whatever settlement the Saheb (or Agent) may make of the jumabundee, babtees, ghasdana, or other just claims hitherto paid by us to the government, we will agree to the same, and in conformity thereto pay the amount year by year. We will, moreover, pay annually whatever Dhan (taxes) it may have been the ancient custom to levy on Oopurwuria land (situated in other villages) cultivated by us, or any Salamee which may be due upon our Waanta or other lands. We will also pay (huckdaron huck) the rights of individuals according to ancient custom.

ARTICLE 2.

We will reside in the country belonging to the government after the manner of ryots, carrying on each his own proper trade or occupation and cultivating the soil. We will not live in enmity, or enter into any dispute, or commit any breach of the peace with any one residing in the districts belonging to government, to any talookdar or zemindar; neither will we quarrel nor make disputes with one another. We will pay implicit obedience to the orders we may receive from those Thanas (detachments of troops) of government which are at present or may hereafter be established.

ARTICLE 3.

We will furnish to the Agent a detailed account of all our just and ancient rights, Geeras, Waanta, Dhan, and Rukhoopa dues, as well as of any claims we may possess upon any person or persons residing in the districts belonging to government, to any talookdar, or zemindar, specifying the place or places from whence they may be due. We stipulate for ourselves and brethren and descendants in perpetuity to abide by whatever settlement the Agent may make of such of these as on investigation may appear to be founded on equity; whatever proportion (of these rights) the Government may grant to us we will thankfully receive. If at any time a boundary dispute shall arise between us and any one, we will make the same known to the Agent, and abide by any settlement of the same which to him may seem good and equitable.

ARTICLE 4.

If we have obtained possession of any village or land or Geeras by advancing money on loan, we will abide by any settlement which the government may prescribe for the liquidation of such portion of such debt as on inquiry may be found to be justly due. We renounce all claim to such villages, lands or Geeras, and will not enter into any direct discussion or dispute with their inhabitants or proprietors. If any dispute shall hereafter arise in our dealings and transactions with any one, we will make government acquainted with the same, and consent to abide by whatever settlement it may mediate. We will not enter into any direct disputes with the villagers, nor demand more from them than the award of government neither will we cause any extra expense to fall on any village.

ARTICLE 5.

If it should be made known to government that we have unjustly possessed ourselves of, or forcibly occupied, any village or land, we stipulate to make restitution of the same on receiving directions to that effect. In future we will not possess ourselves of or receive any written deeds making over to us by sale, by mortgage, or by gift, any village or land or Posita or Geeras without obtaining the previous sanction of government.

ARTICLE 6.

We will not associate with criminals (Apradee) or outlaws (Bharwutteas) from any of the districts belonging to the government, or to any talookdar, or zemindar; we will not afford an asylum to any robber or disturber of the public peace, nor will we permit any one belonging to our village or villages to do so. We will neither ourselves give them food or a resting-place, nor allow any one to do so. If perchance any persons of this description fall into our power, we will seize and deliver them over to the custody of government. If we are proved to hold intercourse with them, we hold ourselves responsible for their persons and crimes, and liable to such fines as may be imposed on us. If thieves be traced into our villages or within our boundaries, we will carry on the trace to another village and establish the theft on it; otherwise we will produce the thieves and cause restitution of the property stolen to be made. We will neither associate with thieves nor ourselves commit theft. If any robbery or misdemeanour committed by any other village comes to our knowledge, we will immediately inform government of the same, or on failure of doing so answer for the omission and be subjected to a fine. If perchance any one belonging to our villages proceed (with the intention to commit theft or any other crime) to any village belonging to government, to any talookdar, or zemindar, we will answer for the same; and should he be caught in the fact and happen to be slain, we renounce the claim called Runwutteea (blood-money) on that village, and will neither ourselves make it nor permit any one to do so.

ARTICLE 7.

Should the Geeras, Runwutteea, Wuchan, or Posita rights of any Geerasia, who may be now residing or may hereafter come to reside in our villages be interfered with, or prohibited by any one, we will represent his case to the government, and prevent his making any direct disturbance on the subject. If we fail to do so and any injury ensues, we hold ourselves responsible for the same, or to deliver up the Geerasia offending into the hands of government. We will also make such arrangements with all Rajpoots and Koolees who are now or may hereafter be in our employ as will prevent them making any disturbance in any place, under pretence of any claims they may have on us, so long as they may continue in and after their discharge from our service, otherwise we will be responsible for the consequences.

ARTICLE 8.

Should we have appropriated any of our hereditary lands, or property, or coparcener's share, Geeras, Waanta, or Posita rights, either in liquidation of debts in Runwutteea or by free gift, we promise not to resume such (assigned) without previously coming to a fair settlement of that debt, or making a fair exchange. We bind ourselves not to interfere with or trench upon such Geeras or Aujda (provision or assignment), lands, etc., which may, in conformity to ancient custom, belong to our brethren or other persons. In this respect we will make no change, but should any dispute arise in either of the above cases, we will represent the same to the Agent and will conform to and abide by any orders we may receive on the subject consonant with justice. We will not, moreover, injure or oppress unjustly any respectable bankers, Brahmins, or poor persons who reside in our villages.

ARTICLE 9.

We will not in any way molest merchants or travellers frequenting the country, but will efficiently preserve and keep the peace of the highway. Should any injury be sustained (by them) within our limits, we will produce the person or persons who occasioned it or be responsible for the same. We promise not to levy more Guddhaee, or other dues, from merchants than those which are sanctioned by long and ancient usage. On this point we will not enter into any further discussion hereafter.

ARTICLE 10.

We will afford protection to any person dependant on or in the service of government or to any detachments of government troops (Serinjam) who may halt within our limits, and will furnish guides to escort them in safety beyond our boundaries. In this matter we will not fail to act in conformity with the custom of the country (Moolk Sirishta).

ARTICLE 11.

We will discharge any Sebundy, whether of horse or foot, Scindians, Arabs, Mukranees, or Purdesees who may at present be in our employ, and will not hereafter entertain in our service any such descriptions of foreign mercenaries, either of horse or foot, nor will we permit any one to do so. If from this time it is proved that we act contrary to this stipulation, we hold ourselves responsible for doing so and liable to be fined, or to undergo any other punishment the Government may inflict.

ARTICLE 12.

In conformity with the wishes of the government of the Honourable Company, we will not permit the open or concealed import or export of opium unaccompanied by a permit or seal (Châp). On this point we will adopt efficient arrangements within our limits, and should we discover any illicit

opium, we will seize it and report the circumstances to the government. We will, moreover, act up to any arrangements adopted in future by government for regulating the trade in opium.

ARTICLE 13.

We will conduct ourselves in conformity to any orders we may receive from the government independent of the above Articles; and should government require the presence of any one for the purpose of giving evidence in any matter or transaction under investigation, we promise to produce the person so required.

ARTICLE 14.

Should a Mehta and Peon be stationed in our village on the part of government for the purpose of observing and reporting the due observance of the present agreement, we promise to make them acquainted with every occurrence, and to furnish them such accounts faithfully as it may be usual for government to demand.

ARTICLE 15.

This engagement is binding on us and on our descendants from generation to generation in perpetuity, wherefore, on our decease, should a son survive us, we stipulate that he succeed to the management of our estate with the knowledge and sanction of government. In case of our having no son and heir, and we wish to provide ourselves with one by adoption, we promise to represent our wishes to government and abide by its orders on the subject.

In this manner we have entered into these fifteen Articles of Agreement, and will conduct ourselves in conformity to the same peaceably for ever and ever, or submit to any punishment government may award for any infraction thereof. We pledge our Wuttun lands, Geeras, and other property as security for their due observance. We also furnish as perpetual securities for our good behaviour, personal appearance, and that we will act in strict conformity to what is written above, the Baroots Humeer Sing Davee Sing, and Mehtab Sing Kaleedas, inhabitants of the village of Kunjeree, of the Hallole pergunnah, and as our perpetual counter-securities, Puggee Jeet Sing Puttoobhye (proprietor) of the village of Surnej, of the Wangdra pergunnah, Puggee Narrainbhye Udeh Sing (proprietor) of the village of Bakrolle, of the same pergunnah, and Baria Uwul Sing (proprietor) of the village of Sakurda, of the Baroda pergunnah; they will observe their part of this contract and oblige us to do so for ever and ever in perpetuity, for which their property is held responsible.

(Sd.) THAKOOR KESREE SING.

ABEH SING (what is written is genuine)

for himself, his son DEEP SING, brethren,
dependants, and all under his authority.

Declaration made by the Baroots becoming securities.

We declare that of our own free will and accord we become security for the good behaviour and personal bail for the parties entering into the above engagement.

(Sd.) BAROOT HUMEER SING DAVEE SING.

„ BAROOT MEHTAB SING KALEEDAS,

of the village of Kunjeree.

Declaration made by the persons becoming counter-securities.

We, of our own free will, and in perfect possession of our senses, become counter-security, in perpetuity, year by year and from generation to generation, to the government for the peaceable and proper observance of what is subscribed to above. We will abide by the same and cause it to be duly kept. If our principal does not act in conformity with what he has subscribed to, and does not afford the satisfaction demanded by government, we either collectively or individually are responsible for him, and pledge our possessions and property as security for being so.

This declaration is sincere and true.

(Sd.) PUGGEE JEET SING PUTTOOBHYE, of Surnej.

„ PUGGEE NARRAINBHYE UDEH SING, of Bakrolle.

„ BARIA BAWABHYE UWUL SING, of Sakurda.

APPENDICES.

PESHWA AND GAEKWAR.

APPENDIX No. 1.—Page 76.

AGREEMENT concluded in A.D. 1751-52.

AGREEMENT between the PESHWA and GAEKWAR regarding the
PARTITION of TALOOKA SONGUR and other MEHALS in
PRANT GUZERAT, executed near KUSBA NUVAPORE on the
24th Jemmadee-ool-awul Sunnut Isnein-wu Khumscen-wu
Myat-wu-Ulf (A.D. 1751-52).

Surat Attaveessee Rajwara Mehal.

		Jumna.			Swuraj.			Mogulace.		
		Rs.	a.	p.	Rs.	a.	p.	Rs.	a.	p.
Pergunnah	Vnsraee	64,000	0	0	64,000	0	0	.....		
"	Gunhi	59,000	0	0	50,000	0	0	9,000	0	0
"	Mandvee	30,500	0	0	30,500	0	0	.....		
"	Turkeshwur	6,500	0	0	6,500	0	0	.....		
"	Kamrej	44,000	0	0	30,000	0	0	14,000	0	0
"	Chowrassee	1,37,500	0	0	1,05,000	0	0	32,500	0	0
"	Bulesar	85,000	0	0	60,000	0	0	25,000	0	0
"	Mota	10,000	0	0	9,000	0	0	1,000	0	0
"	Kurod	30,500	0	0	29,500	0	0	1,000	0	0
"	Tembha	40,500	0	0	31,000	0	0	9,500	0	0
"	Tekundee	72,500	0	0	66,000	0	0	6,000	0	0
"	Murolee	42,500	0	0	40,000	0	0	2,500	0	0
"	Nowsaree	17,000	0	0	15,000	0	0	2,000	0	0
"	Ghundeevee	65,000	0	0	46,500	0	0	18,500	0	0
"	Bisunpore	12,000	0	0	12,000	0	0	.....		
"	Mohé	41,000	0	0	36,000	0	0	5,000	0	0
"	Anas	3,000	0	0	3,000	0	0	.....		
"	Viaré	11,000	0	0	11,000	0	0	.....		
"	Khurké	3,000	0	0	3,000	0	0	.....		
"	Puté Mahale	6,000	0	0	6,000	0	0	.....		
"	Mhaarut	3,000	0	0	3,000	0	0	.....		
"	Rajpeepla, with its five Mehal, etc.	70,000	0	0	70,000	0	0	.....		
"	Vunvar	11,000	0	0	11,000	0	0	.....		
"	Kasé	3,500	0	0	3,500	0	0	.....		
"	Dhamoree	3,000	0	0	3,000	0	0	.....		
"	Chikhlee	67,000	0	0	51,500	0	0	15,500	0	0
Kushba	Veripar	25,000	0	0	16,500	0	0	8,500	0	0
"	Raner	10,000	0	0	.....			10,000	0	0
Duties, viz.—										
From the Punch Mehal										
beyond the Taptee,										
Rs.		33,000	0	0						
From Viaré		12,000	0	0						
		45,000	0	0	45,000	0	0	45,000	0	0
		10,18,000	0	0	8,58,000	0	3	1,60,000	0	0

The jumma and duties of the mehals between the north bank of the Rewa and the south bank of the Mahee :—

	<i>Rs.</i>	<i>a.</i>	<i>p.</i>
Pergunnah Baroda	5,00,000	0	0
„ Broach, together with the Poorza	2,25,000	0	0
„ Korulbunder	40,000	0	0
„ Sinore	85,000	0	0
„ Vaghora	25,000	0	0
„ Saekhera	25,000	0	0
„ Tilukwar	5,000	0	0
	9,95,000	0	0

(The jumma) and duties of the Rastee Mehals on the north bank of the Mahee :—

	<i>Rs.</i>	<i>a.</i>	<i>p.</i>
Pergunnah Duskuroee, <i>alias</i> Huwelee Ahmedabad, together with a half of the city	1,00,000	0	0
Pergunnah Petlaud, a half	3,00,000	0	0
„ Dhotka	2,50,000	0	0
„ Matur	50,000	0	0
„ Nuryad	75,000	0	0
„ Mowdha, together with Oomurla	75,000	0	0
	8,50,000	0	0

GENERAL ABSTRACT.

	<i>Rs.</i>	<i>a.</i>	<i>p.</i>
28 Pergunnahs, Surat Attaveessee Rajwara	10,18,000	0	0
7 „ between the north bank of the Rewa and the south bank of the Mahee	9,05,000	0	0
5 Rastee Mehals on the north bank of the Mahee	8,50,000	0	0
	27,73,000	0	0

To be deducted on account of the mehals granted to the Gaekwar for the support of his family, *viz.* :—

	<i>Rs.</i>	<i>a.</i>	<i>p.</i>
Pergunnah Viaré	11,000	0	0
„ Kurud	30,000	0	0
„ Tembha	40,000	0	0
„ Sinore	85,000	0	0
„ Mota	10,000	0	0
„ Walvur	11,000	0	0
„ Kasé	3,500	0	0
Kusba Raner	10,000	0	0
Pergunnah Dharner	3,000	0	0
„ Chikhlee	67,000	0	0
Kusba Vuriyao	25,000	0	0
Pergunnah Tilukwar	5,000	0	0
	3,00,500	0	0

Appendix No. 1.—Peshwa and Gaekwar.

The remaining mehals are nine in number, viz.—

1. Talooka Mohun.
2. „ Gohelwar.
3. Sirkar Sorut and Joonagurh, together with the mint, 62 Mehals.
4. Talooka Ismalnuggur, *alias* Nowanuggur.
5. „ Soornee Rajwara.
6. Kutch Bhooj, the Indus, and Tatta.
7. Talooka Jutwara, Sawulpore.
8. Shree Dwarka Prant Kabee,
9. Talcoka Danta,

Thus, from Rupees twenty-seven lakhs and seventy-three thousand, a sum of Rupees three lakhs and five hundred is granted for the maintenance of the Gaekwar's family, and there remains a balance of Rupees twenty* lakhs seventy-two thousand and five hundred. Besides these, twelve more mehals acquired by force of arms have been partitioned, and the particulars regarding further nine talookas are stated above. This is the agreement. Enquiry is also to be made whether any mehals have been omitted, and if so, they are to be divided equally, and if tribute is acquired from any country it is to be divided in proportion to the troops employed. This is the agreement. The revenue is to be divided equally. Let this be known.

Dated 24th Jemmadec-ool-awul (A.D. 1751-52).

(True translation).

(Sd) C. J. ERSKINE,
Deputy Secretary to Government.

PESHTA AND GAEKWAR.

APPENDIX No. 2.—Page 76.

PARTITION TREATY of KATTIAWAR.

AGREEMENT with SHREEMUNT RAJESHREE PUNT PRUDHAN regarding the PARTITION of the DISTRICTS of SORUT, HALLAR, GOHELWAR, and KATTIAWAR, executed in the year Sunnat Salas-wu-Khumseen-wu-Myat-wu-Ulf (A D. 1752-53).

	Number of villages.	Amount of jumma (in korees).	Pre-ent amount of revenues.
Pergunnah Gondul, Megnee, and Ardvee	84	8,000	29,500
„ Surdhar, Rajkot, and Jusdhun	141	1,00,000	25,000
„ Kudolne	32	4,000	2,000
„ Dehupachur Khuree	12	10,000	2,750
„ Khuree	24	50,000	5,300
„ Kakwar	24	30,000	3,000
„ Sisang	12	10,000	700
„ Rudafe	12	35,000	6,000
Prant Dhala and Bala Sarung	32	10,000	1,500
„ Khurba and Memana	12	5,000	500
Pergunnah Khubliyé	52	40,000	4,500
„ Durdhuree and Nikavé	12	40,000	4,125
„ Khurikarisor	12	25,000	500
Prant Mora	24	10,000	400
„ Gburka	12	10,000	500
Pergunnah Royenbhagan	12	5,000	500
„ Huwelee Islam, <i>alias</i> Nowanuggur	90	1,50,000	13,000
„ Banswara	84	1,25,000	30,000
„ Sultanpore and Huwelee	24	60,000	3,000
„ Juyutpore	64	60,000	1,000
„ Derwalé	15	40,000	400
Prant Rajunpore Mhysana	102	1,00,000	5,000
„ Oopteguta	52	40,000	2,000
„ Batoové	84	1,00,000	.....
Pergunnah Katiyané	115	1,00,000	7,000
„ Mangrol, together with the Bunder	228	3,60,000	25,000
„ Porbunder	24	1,00,000	12,500
Kusba Bhuré	1	10,000	500
Pergunnah Chowara	20	25,000	10,000
„ Medurdé	84	70,000	2,000
Prant Gogo, together with the Bunder	118	1,40,000	28,000
„ Surva	24	19,000	1,000
„ Bhikarba	84	10,000	1,200
„ Bhurlee	84	45,000	5,025
„ Buber	24	20,000	3,000
Pergunnah Jodhpoor Vyjahalee	12	35,000	3,325
„ Junagurh Nutvé, <i>viz.</i> —			
41 Villages of Talooka Huwelee	30,000		
24 „ „ Datné	15,000		
24 „ „ Nilad	5,000		
89	50,000	89	50,000
89	50,000	89	50,000
Pergunnah Oonadlever, together with the Bunder	120	1,00,000	15,000
38 Mehals	2,081	22,59,000	2,85,300

The above mehals are 38 in number, and contain about 2,081 villages. Their "kamil jumma" is korees 22,59,000, and their present "jumma" is Rs. 2,85,300. This share has been taken by the Sircar, and I agree to it. Besides these there are Jumanut mehals to be held jointly, and which are as follows:—

- 1 Shree Jugutdharka Bunder.
- 1 The city of Joonagurh, together with the Sayur, Gumsal, Fouj-dharee, Dandpoorohee, and Kotwallee of the city.
- 1 Dien Bunder.

The above three mehals remain joint property; both parties shall station Umuldars to conduct the management, and shall divide equally the amount of collection. The Mohturfa revenue of the city of Joonagurh shall also be equally divided. The zemindars of Joonagurh are servants common to both parties; therefore each party shall send for the Desaees of such Turufs only of the above pergunnah as may have been allotted to him, and shall conduct the business. If there should be only one Desae for several Turufs, both parties shall exact equal service from him. Neither my Umuldars nor my troops shall molest on account of ghasdana, etc.; neither party shall afford asylum to the grassias, talookdars, ryots, or zemindars of their respective mehals. If my ryots, zemindars, or Mewassees go to the talookas which form the Sircar's share, they shall not be afforded asylum. The Umaldars of the respective parties shall exercise their authority within their respective shares, and no interference shall be exercised with each other's mehals. Should any new country, in addition to that partitioned, be acquired by force of arms, it shall be equally divided. If any mehal, in addition to those which have been divided, should have remained unpartitioned from oversight, it shall be shared equally after an enquiry. These are the conditions of the partition.

(True translation)

(Sd) C. J. ERSKINE,

Deputy Secy. to Govt.

MEMORANDUM* regarding the PARTITION of the TALOOKAS in PRANT KATTIAWAR and the MAHEE KANTA, executed in the year Sunnut Salas-wu Myatein-wu-Ulf, corresponding with Sumwut 1859, or A. D. 1802-03.

	The Sircar's (Peishwa's) Share.			The Gaekwar's Share.		
	<i>Rs.</i>	<i>a.</i>	<i>p.</i>	<i>Rs.</i>	<i>a.</i>	<i>p.</i>
Talooka Moorvee, together with Tunkaria	13,000	0	0	72,000	0	0
„ Nowanuggur	37,903	8	0	48,750	0	0
„ Dhurul, together with the Bhayads	0	0	0	4,325	0	0
„ Rajkot, ditto ditto	21,550	0	0	4 500	0	0
Mouza Mungonee, together with the Bhayads	0	0	0	550	0	0
„ Rajpore and Kharazura	0	0	0	701	0	0
„ Bhawa	0	0	0	215	0	0
„ Dehree and Moolee	0	0	0	75	0	0
„ Sisang	0	0	0	50	0	0
„ Veerpore Khureree	2,000	0	0	450	0	0
„ Saothul and Waree	1,000	0	0	250	0	0
Talooka Gondul Dhorajee	61,925	0	0	61,925	0	0
Mouza Bhilkha	0	0	0	8,300	0	0
„ Atkote	2,678	0	0	100	0	0
Koopache Kothré	0	0	0	225	0	0
Talooka Batwa	32,000	0	0	700	0	0
„ Foolbunder	2,900	0	0	6,000	0	0
„ Joonagurh	1,400	0	0	59,300	0	0
„ Umrapore	0	0	0	70	0	0
„ Drafa	4,500	0	0	500	0	0
Mouza Ramsura	0	0	0	2,300	0	0
„ Eahrawur	0	0	0	2,600	0	0
Talooka Umrolee	0	0	0	3,068	0	0
Mouza Chumardee	0	0	0	600	0	0
„ Chaora	0	0	0	2,500	0	0
„ Babra	2,500	0	0	0	0	0
Talooka Dawa Suvaya, etc.	0	0	0	4,600	0	0
„ Palitana	0	0	0	5,500	0	0
„ Wank	0	0	0	3,000	0	0
„ Ghuriyalee	0	0	0	1,500	0	0
„ Sundiyalé and Chaboote	0	0	0	675	0	0
Mouza Sājapore Kothré	0	0	0	150	0	0
„ Ruttunpore	0	0	0	465	0	0
Pergunnah Kethee, viz.:—	<i>Rs.</i>	<i>a.</i>	<i>p.</i>			
Mouza Ramunke	150	0	0			
„ Chitrao	50	0	0			
„ Umulpore	150	0	0			
„ Vaoree	175	0	0			
„ Varode	125	0	0			
„ Bhonaodura	25	0	0			
„ Durékutee	60	0	0			
„ Rajpeepla	200	0	0			
Kirkol (Sundry)	1,790	0	0			
Mouza Nimbia	200	0	0			
	3,125	0	0			

* This Memorandum appears to have been prepared by the Gaekwar towards the expiration of his first farm of Ahmedabad from the Peishwa, but it was not accepted by, or even formally communicated to, the Peishwa till the expiration of the second farm of Ahmedabad in 1814, when the Peishwa resumed the management of his possessions in Kattiawar and Ahmedabad.

		The Sircar's (Peshwa's) share.			The Gaekwar's Share.		
		Rs.	a.	p.	Rs.	a.	p.
Mouza	Suhajlapore Karewara	0	0	0	3,125	0	0
"	Chotla	0	0	0	160	0	0
"	Mehwusa	0	0	0	60	0	0
"	Paliyad	0	0	0	150	0	0
"	Soobasra	300	0	0	150	0	0
Talooka	Drangdra	0	0	0	71	0	0
Mouza	Anundpoordo Kashee	47,905	0	0	0	0	0
"	Bharla	0	0	0	180	0	0
"	Ujmer	0	0	0	625	0	0
"	Chohree	0	0	0	51	0	0
"	Soodumra	0	0	0	150	0	0
"	Thamulpore	500	0	0	500	0	0
"	Pambunbaré	550	0	0	250	0	0
"	Gcodal	0	0	0	125	0	0
"	Jusdhun	0	0	0	1,350	0	0
"	Sumdiyal	0	0	0	900	0	0
"	Kathikoopnee	0	0	0	550	0	0
Talooka	Bhownuggur	0	0	0	575	0	0
Mouza	Nagnesh	0	0	0	70,000	0	0
Talooka	Nimbree, together with the Bhayads	0	0	0	700	0	0
"	Wudhwan, together with the Bhayads	58,606	0	0	2,000	0	0
"	Sayula	34,346	8	0	0	0	0
"	Moolee	15,000	0	0	0	0	0
"	Wakaneer	2,720	0	0	0	0	0
"	Choora	12,549	0	0	0	0	0
Kayajiché	Kothré	10,000	0	0	0	0	0
Talooka	Lugtarchegavé	500	0	0	0	0	0
"	Kothré Sagame, together with the Bhayads	3,500	0	0	0	0	0
"	Khirsura	21,025	0	0	0	0	0
"	Jetpore	3,000	0	0	0	0	0
"	Pithaché Kothré	34,690	0	0	0	0	0
"	Alumdhunyanee, viz.:—	3,450	0	0	0	0	0
Alumdhunyanee		Rs.	a.	p.			
Mouza	Juhur	4,900	0	0			
Mouza	Girmala	2,300	0	0			
Kirkol	(Sundry)	275	0	0			
		955	0	0			
		8,430	0	0			
Mouza	Jusapoorwa	0	0	0	8,430	0	0
"	Dhusa	0	0	0	550	0	0
Talooka	Dewanee	0	0	0	5,800	0	0
Mouza	Unchané	0	0	0	1,884	0	0
Talooka	Jadlee	0	0	0	825	0	0
"	Jaliya	0	0	0	2,668	0	0
"	Bajané	0	0	0	2,400	0	0
Mouza	Guriyo	14,720	0	0	0	0	0
"	Punchigaon	2,000	0	0	0	0	0
Talooka	Chuvulchigavé, viz.:—	0	0	0	750	0	0
Mouza	Zoovia	3,323	0	0			
"	Ijpore	403	0	0			
"	Chathlen	438	8	0			
"	Goomanpore	504	0	0			
"	Mahomedpore	286	0	0			
"	Bhakasuné	49	0	0			
"	Paldé	562	0	0			
"	Nudasa	64	0	0			
Visdora		908	0	0			
Mouza	Rataee	31	0	0			
"	Pikélee	162	0	0			

Appendix No. 2.—Peshwa and Gaekwar.

	The Sircar's (Peishwa's) Share.			The Gaekwar's Share.		
	Rs.	a.	p.	Rs.	a.	p.
Mouza Vithlapore	500	0	0			
„ Dekawaré	3,300	0	0			
„ Chunikur	1,375	0	0			
„ Kookwas	2,010	0	0			
„ Puhar .	1,325	0	0			
„ Dhudhana	1,810	0	0			
„ Vanota	2,700	0	0			
„ Mugona	300	0	0			
„ Agwa .	300	0	0			
„ Kuthosun	175	0	0			
„ Goonjala	75	0	0			
„ Patoree	5,000	0	0			
„ Dhusara	11,700	0	0			
„ Jhijwara	13,500	0	0			
	50,601	8	0	50,601	8	0
„ Chulakula				0	0	0
				2,300	0	0
				5,38,019	8	0
				4,09,521	0	0
Mabee Kanta :—						
Mouza Khureda				0	0	0
„ Bhadurva				1,401	0	0
„ Ranjyé, etc.				9,200	0	0
„ Uleena Thasra				750	0	0
„ Purvulé and other Mewassee villages				3,100	0	0
Kusba Bala Sinore				6,215	0	0
Mouza Itaree				11,750	0	0
„ Uttarscobé, Lowanipore, and other villages				50	0	0
„ Chipuria				2,059	0	0
„ Umripore				1,001	0	0
„ Moondlé				37	8	0
„ Udai				205	0	0
„ Bhurkoonda				261	0	0
„ Pichiyalé				131	0	0
„ Kamur Khar				244	0	0
„ Ghorasur				125	0	0
„ Khural				4,251	0	0
„ Kutiyalee				3,401	0	0
„ Bhayura				1,201	0	0
„ Muhisal				412	0	0
„ Luvhar				1,150	0	0
„ Aharache Muvaie				2,001	0	0
„ Fuloodré				701	0	0
„ Puthavud				550	0	0
„ Vaghut				66	0	0
„ Baghdol				34	0	0
„ Kuttunpore				75	0	0
„ Khanpore				75	0	0
„ Dhursanechowchale				501	0	0
„ Baroda				976	0	0
„ Bardolee				198	0	0
„ Shulmee				442	0	0
„ Shamilgneee				275	0	0
„ Kurjohara				100	0	0
„ Watwa				150	0	0
„ Irdar				126	0	0
„ Wasna				275	0	0
				6,166	0	0

	The Sircar's (Poishwa's) Share.			The Gaekwar's Share.		
	Rs.	a.	p.	Rs.	a.	p.
Wasna Vursor	0	0	0	3,151	0	0
" Pithapore	0	0	0	11,501	0	0
" Mansé	0	0	0	15,454	0	0
" Limbora	0	0	0	370	0	0
" Soonachemuvare	0	0	0	51	0	0
" Hursol	0	0	0	2,084	0	0
" Purantee	0	0	0	1,751	0	0
" Mungoree	0	0	0	150	0	0
" Manpore	0	0	0	686	0	0
" Satwa	0	0	0	800	0	0
" Umliyaré	0	0	0	151	0	0
Talooka Hudooré	0	0	0	32,221	0	0
" Amulgur, Hattees' villages	0	0	0	16,408	0	0
Mouza Walasun	0	0	0	431	0	0
" Hurule	0	0	0	175	0	0
" Dhurwaré	0	0	0	4,816	0	0
" Datar	0	0	0	3,201	0	0
" Soodasuné	0	0	0	1,300	0	0
" Kajarjé	0	0	0	14,184	0	0
Talooka Chuvulchigaon	0	0	0	3,787	0	0
Mouza Kutoosun	0	0	0	2,027	0	0
Talooka Pahlunpore	15,000	0	0	35,901	0	0
Mouza Burumwaré	0	0	0	131	0	0
" Oomété	0	0	0	15,001	0	0
" Unugre	0	0	0	301	0	0
" Kaoree	0	0	0	100	0	0
" Bhanpore	0	0	0	40	0	0
Mewassee villages of Mouza Nuryad	0	0	0	4,100	0	0
Kamvachapoora	0	0	0	353	0	0
Mouza Dneethan	0	0	0	7,501	0	0
" Golve	0	0	0	2,518	0	0
" Sarod	0	0	0	2,025	0	0
" Veerpore	0	0	0	2,990	0	0
" Almelee	0	0	0	1,600	0	0
	15,000	0	0	3,00,622	0	0

Kitta Jumma, viz.:—

The Sookree, Beenee, Bandaree, Furmas, Dundpoorohé, &c., of Mahee Kanta, levied by Hursing and others, as per accounts of Sumwut 1853 (A. D. 1798-97) 25,518 12 0

The Beenee and Bandaree of Prant Kattia-
war levied by Sheoram Jugdeesh, as per
accounts of Sumwut 1854 (A. D. 1797-98) 12,101 0 0

37,619 12 0

The particulars of the division of this
amount are as follows, viz.:—

The Reishwa's share from the amount of
Rupees 12,101 from Kattiawar is 6,000 0 0

The Gaekwar's share, viz.:—

	Rs.	a.	p.
Mahee Kanta	25,518	12	0
Kattiawar	601	0	0

31,619 12 0

6,000 0 0

31,619 12 0

37,619 12 0

GENERAL ABSTRACT.

	The Sircar's (Peishwa's) Share.			The Gaekwar's Share.			Total.		
	Rs.	a.	p.	Rs.	a.	p.	Rs.	a.	p.
Kattiawar, Jhalwar, Chuval, Jutwar, etc.	5,38,019	8	0	4,09,521	0	0	9,47,540	8	0
Mahee Kanta	15,000	0	0	3,00,622	8	0	3,15,622	8	0
Beenee, Bandaree, etc.	6,000	0	0	31,619	12	0	37,619	12	0
	5,59,019	8	0	7,41,763	4	0	13,00,782	12	0

(True translation.)†

C. J. ERSKINE,

Depy. Secy. to Govt.

* MEMORANDUM.—In the amount of the Peishwa's share from Kattiawar and the Chonth, the amount is stated above Rupees 5,38,019-2-0. This is an error in the addition, as the amount is Rupees 4,80,419-2-0.

The Gaekwar's share is also stated Rupees 4,09,521, but this should be Rupees 4,01,091, making *both shares* Rupees 8,81,510-2-0.

For the Mahee Kanta produce a similar error exists, the Gaekwar total there being shown at Rupees 3,37,476-1-0; it should be Rupees 3,58,476-1-0, a difference of Rupees 2,283.

The Arabic year 1215 corresponds with A. D. 1814-15, at which time the farm of Ahmedabad expired and Bajee Rao resumed the management.

† NOTE.—On the back of the document from which the above translation has been made, Mr. Chaplin, when Commissioner in the Deccan, endorsed the following remarks:—

"From 1790-91 there are no papers relating to Kattiawar in the duffur till the Arabic year 1208 (A. D. 1802-03), when the Gaekwar having expelled the Peishwa's authority three or four years before, made a distribution of the shares of the two States, as set forth in the within.

"This paper does not appear to have been acceded to or accepted, or even communicated to the Peishwa, until 1215 (or A. D. 1814-15), when the Resident presented it on the agitation of the renewal of the farm of Ahmedabad; and his rights in Kattiawar, when farmed, were entered in the sunnud at the old rate, 4½ lakhs."

PESHWA AND GAEKWAR.

APPENDIX No. 3.—Page 76.

TRANSLATION OF ARTICLES of AGREEMENT between the PEISHWA and DAMAJEE RAO GAEKWAR, dated in the Arabic year 1169. (This was in reality executed by Govind Rao after Damajee's death.)

MEMORANDUM.—DAMAJEE RAO GAEKWAR, &c., &c., Arabic year 1169 (A.D. 1768-69).

ARTICLE 1.

	Rupees.
To be taken from the above named (Damajee) for this year, nuzzur for one year, and for non-attendance of troops in the year 1167, and for the pardon of former offences	25,25,000
Arrears from 1167 (three years) or from Sumwat 1823 to 1825, at the rate of Rupees 5,25,000 per annum	15,75,000
	<u>41,00,000</u>

(then follow the dates of the instalments comprising eight months.)

ARTICLE 2.

It was formerly agreed in the time of my father (now in paradise) that there should be paid annually, beginning from the year 1170, in conformity to former custom 7,79,000

The above money, Rs. 7,79,000, shall be taken at the end of the year.

ARTICLE 3.

Every year to serve at the presence with 3,000 horse, and in time of war with 4,000. One person of the Gaekwar's family to remain in winter quarters with the troops, and if it is necessary to go into winter quarters. According to this is agreed.

ARTICLE 4.

You contracted a debt from my late uncle the Bhow during the expedition to Hindoostan* [that debt is now annulled].

ARTICLE 5.

Money is owed (to the Sircar) by Bookun Hurry Dhut on account of the Seringapatam assignment. If you owe him any money, you are to pay it to the Sircar. According to this is agreed.

* This Article is incomplete in the Gaekwar's copy, but the substance appears in the Agreement of 1175.

ARTICLE 6.

You are not to allow any complaint to reach the Sircar from the Dhabarry's wife concerning the Dhabarry's estate. According to this is agreed.

ARTICLE 7.

The following mehals were formerly taken from you :—

- | | |
|-----------------|--------------|
| 1. Bissunpore. | 4. Wagheray. |
| 2. Gullay. | 5. Murollay. |
| 3. Mohay. | 6. Tellarry. |
| 7. Sutteragong. | |

These seven mehals were taken from you and restored in 1163. What you then gave for Durbar kherch is now annexed to the Sircar, viz. :—

The pergunnah of Sutteragong.
 Mouzah Dabhol, pergunnah Tellarry.
 Mouzah Pasray, pergunnah Tellarry.
 Mouzah Pasray, pergunnah Murollay

The above one pergunnah and three villages are annexed to the Sircar, the rest remains to you. According to this is agreed.

ARTICLE 8.

Half the city of Ahmedabad to the Gaekwar.

[This Article is imperfect.]

ARTICLE 9.

The port of Surat was halved between the Sircar and the Gaekwar. After deducting Rupees 10,000, half of the remainder was paid by the Gaekwar to the Sircar. In 1163 and 1164 it was engaged that the Rupees 10,000 should be halved also ; this engagement is again confirmed. According to this is agreed to.

ARTICLE 10.

The arrears on account of Tellarry and other mehals ceded in 1163, Rupees 2,54,000 a year, are remitted from 1164. The money which ought to be paid on this account is excused you. According to this is agreed.

ARTICLE 11.

The private property (wuttun, enam villages, and serinjamee villages) which my uncle Dada Sahab gave to you in the time of your father is confirmed. According to this is agreed.

ARTICLE 12.

The title of Sena Khas Kheyl was given to you in 1163 ; it is confirmed. According to this is agreed.

ARTICLE 13.

From 1164 to 1170 is to be paid for to the Sircar at the rate of Rupees 5,25,000 a year; if anything remain, it is to be taken by the Sircar. According to this is agreed.

ARTICLE 14.

Of the money you owe to bankers under security, you are to pay two lakhs to Kurvay and other bankers, because many expenses have fallen on you this year. According to this is agreed.

(Sd.) M. ELPHINSTONE,
Resident at Poona.

PESHTA AND GAEKWAR.

APPENDIX No. 4.—Page 76.

TRANSLATION OF ARTICLES of AGREEMENT between the PEISHWA and SYAJEE RAO GAEKWAR.

MEMORANDUM.—SYAJEE GAEKWAR SHUMSHER BAHADOOR, Arabic year 1173 (A.D. 1772-73).

ARTICLE 1.

Peshwa's answer.

The allowances fixed in the time of Damajee Bawa (now in paradise) for Futteh Sing Rao, Govind Rao, Manajee Rao, Gaekwars, and my other relations, great and small, shall be maintained; but as I have heavy contributions to pay to the Sircar, I shall reduce their allowances in due proportion until the contributions are discharged. Their complaints on this account are not to be attended to by the Sircar; when my debts are paid their old allowances will be restored.

It is an affair with your relations, therefore satisfy them as you can, without minding a lakh or Rupees 50,000, more or less. If you cannot satisfy them, the above stipulation will be conformed to. According to this be it agreed.

ARTICLE 2.

I shall in all respects conform to your pleasure, do you in all respects bestow your unfeigned friendship on me, and protect me and my government. If I should be molested by any foreign force, you are to send me assistance and protect me. My relations are to receive their allowances and serve my government. You must carry through the protection of me which you have undertaken.

If you will serve the Sircar with fidelity without looking to any other quarter, you shall be assisted against foreign force, sincerely befriended in all other respects. According to this is agreed.

ARTICLE 3.

I have had heavy payments to make to the Sircar. I therefore beg that you will have the kindness to excuse my service for next year. You were good enough to promise me this formerly; let the troops be excused accordingly.

You demand to be excused service on account of heavy payments, you shall therefore be excused in 1175, or if there be urgent occasion that year, you must come according to Agreement, and you shall in that case be excused in 1176. According to this be it agreed.

ARTICLE 4.

I have many pecuniary disputes and demands to settle, which I shall proceed to enforce; the people will then complain to the Sircar; you must not attend to them, but send them to me.

No complaints against your enforcing your just demands will be attended to. According to this be it agreed.

ARTICLE 5.

Let Kundee Rao Gaekwar enjoy his old allowances settled by my father (now in paradise), and let him serve my government; let him account to me for the districts of which he is entrusted with the collections. Hereafter let him give up those districts, and enjoying his own allowance serve the State.

Proceed as may have been settled by Damajee Rao; do not vary from it. If you have entrusted the collections of any districts to him, you may manage about them as you please. No complaints will be attended to, and obedience will be enjoined. According to this be it agreed.

ARTICLE 6.

Do not summon me to the presence for two years, for my territory is in disorder and requires to be settled, which cannot be done without punishing the turbulent zemindars and cantoning in that quarter. Therefore forbid my coming* "to the Deccan" for two years.

Come to the presence at the end of the year, then such orders as may be expedient will be issued. According to this be it agreed.

ARTICLE 7.

In my share of Guzerat, there are unsubdued places belonging to the Moguls and others. I shall arrange, and by sending some money shall reduce them. Let the Sircar advance no claim to them.

If you settle the districts of your own share, the Sircar will advance no claim. According to this be it agreed.

ARTICLE 8.

His Highness the Bhow advanced some money to me as a loan while on the expedition to Hindoostan; this and old arrears and other trifling items that stood against me in the official papers were excused by the agreement of 1169. Let that be confirmed.

The former release is confirmed. According to this be it agreed.

* (Literally home.)

ARTICLE 9.

The administration of the city of Ahmedabad is equally divided; let both parties manage the collections with the participation of my officer according to former Treaties; this was agreed to in 1163 and 1164 and confirmed in 1169. Let it be observed.

The above engagements are now confirmed. According to this let it be agreed.

ARTICLE 10.

My private estates, enam villages, and serinjamee villages were granted to me in the time of His Highness Nana Saheb by His Highness Dada Saheb. They were confirmed to me by your Highness in 1169. Let those grants be observed.

The above grants are now confirmed.

ARTICLE 11.

On the Peishwa's part.

It was formerly settled that half of the new mehals taken by Damajee Gaekwar should be given to the Sircar and half to you, and that a Karkoon should be sent with you from the Sircar, in concert with whom the gross collections should be ascertained and two papers drawn up, each containing a list of half the mehals of these divisions; the Sircar was to take one and to have possession from the year 1170. The arrears of the revenue of the said half of the mehals up to the end of 1169 was excused to you. To the above effect was settled in one of the Articles of the former Agreement, but this Article has never been acted on. Last year one lakh of Rupees was taken from you on the general account, and this year you have agreed to pay Rupees 25,000; therefore, next year, when Futteh Sing Rao Gaekwar comes, this matter shall be discussed, and whatever is settled then shall be acted on.

ARTICLE 12.

No more complaints are to reach the Sircar from the Dhabarry's wife on account of the Dadaby's estates, which were entrusted to you.

ARTICLE 13.

You have settled to pay Gopaul Naik Tambeekur's debt by instalments; the payments must positively be made as they fall due. According to this be it agreed.

ARTICLE 14.

Let the tribute for this year, amounting to Rupees 7,79,000, be paid by instalments. According to this be it agreed.

ARTICLE 15.

By the Gaekwar.

If Futteh Sing Rao, Govind Rao Gaekwar, Manajee Gaekwar, and Mooarjee Gaekwar act with due regard to me, it is well, but if they should become disaffected and should stand up to oppose me, I shall punish them as my own people; if any of them should complain to the Sircar and tempt it with bribes, the Sircar must not take their part; and if without appealing to the Sircar they create disturbances, the Sircar shall afford me assistance to punish them, and, without being seduced by considerations of profit and loss, it will give them their own allowance and make them serve my government as before. It must not support them.

ARTICLE 16.

When I am occupied by any important affair in my own dominions and shall send any other person to serve, you must be content with his service and show favor to him.

Peshwa's answer.

If you observe your agreements with your relations, and they notwithstanding behave ill to you, or endeavour to stir up troubles in your State, you may punish them, and if you cannot do it yourself and want aid from the Sircar, you shall be assisted. I will not give way to the temptations they may hold out. According to this be it agreed.

When any important affair in your own country renders it actually impossible for you to attend the service of the presence, you will send Govind Rao Gaekwar to serve with your contingent.

ARTICLE 17.

On account of heavy payments it is agreed that my old creditors, my farmers of the revenue, who are guaranteed by the Peishwa, and all my other creditors, shall forbear to claim their money for five years.

The bankers whose debts I have guaranteed are to be paid from this year upwards according to their instalments, so as to be paid off within four years, and their bonds made over to the Sircar ; when the guaranteed debts are paid, the old debts are to be paid at the rate of two lakhs a year.

ARTICLE 18.

You are not to attend to my relations, servants, or agents who may bring forward complaints against me, but to make over my own (people) to me.

According to the above shall be done. According to this be it agreed.

ARTICLE 19.

Let Govind Rao take what His Highness settled for him last year and serve my State. Let him deduct from the sum settled the revenue of the villages of Padree, which is in his possession, and balance, or if that is not agreeable to him, let him give up the village, and I will pay him the whole sum settled in money.

It was settled that the abovenamed should receive two lakhs a year including Padree, and let the abovenamed serve the presence. According to this be it agreed.

ARTICLE 20.

Futteh Singh Rao Gaekwar is to administer the whole State, and all to obey his orders and serve the State as he shall direct.

According to the above be it agreed.

ARTICLE 21.

An allowance of Rupees 9,000 is assigned to me from the Sircar ; let it be given to any person to whom I shall assign it.

It cannot be.

ARTICLE 22.

Half of the port of Surat be-

It was formerly agreed to ; half

longs to the Sircar and half to me for one year; half of what remains, after deducting Rupees 10,000, was given. It was formerly agreed that in the years 3 and 4 the Rupees 10,000 should also be divided; let that be conformed to.

the collections are to be yours and half mine. According to this be it agreed.

ARTICLE 23.

The arrears of the revenue collected from Tellarry and other mehals from 1164 were excused me in 1170; let that release be adhered to.

It was formerly settled that you should be excused from 1164. According to that let it be agreed.

ARTICLE 24.

The following mehals were formerly taken from me:—Bissunpore, Murollay, Gullay, Tellarry, Mohay, Waghoray, and Sutteragong; these seven mehals were taken by the Sircar and restored to me in 1163: what I then gave as Durbar kherch was annexed to the Sircar, namely, Pergunnah Sutteragong, the village of Dabhole (Pergunnah Tellarry), Pasray (in ditto), Pasray (in Pergunnah Murollay). All besides that one pergunnah and three villages were restored to me. All this was agreed in 1169; let it be observed.

ANSWER.

It is now confirmed.

ARTICLE 25.

By the Peishwa.—Every year to serve at the presence with 3,000 horse and 4,000 in time of war. One person of the Gaekwar family to remain in winter quarter with the troops, if it is necessary.

ARTICLE 26.

Money is owed (to the Sircar) by Bookhun Hurry Dhut on account of the Seringapatam assignment. If you owe him any money, you are to pay it to the Sircar.

ARTICLE 27.

Govind Rao's allowance—

		Rupees.
For 1172	...	2,00,000
For 1173	...	2,00,000
	Total	4,00,000

Deduct by the Statement
of the Gaekwar's minis-
ters—

		Rupees.
For Padree	...	1,00,000
For clothes furnished through Gopal Naik Taunbeekur	...	25,000
		1,25,000
	Balance	2,75,000

To be paid in Aswin Soodh	...	1,00,000
In the end of Maugh	...	50,000
In the end of the year	...	1,25,000
The whole	2,75,000 to be certainly paid as above.	

ARTICLE 28.

According to this be it agreed.

Receipts for the payment of
some of the barauts (drafts) on
you between the years 1163 and
1166 have not yet been furnished;
they must be furnished.

Peishwa's ratification.—Accord-
ing to these 27 Articles be it agreed.

17th Jemmudee-oal-Akkir 1173.

Shadurpud Maus), at Poona.

(Sd.) M. ELPHINSTONE,
Resident.

PESHTA AND GAEKWAR.

APPENDIX No. 5.—Page 77.

MEMORANDUM relating to FUTTEH SING RAO GAEKWAR, 1178 Arabic year (A.D. 1777-78).

ARTICLE 1.

Peishwa's answer.

The Sircar must not take part with Govind Rao Gaekwar. If he should leave Ahmedabad and come to the presence, he is to receive the sum of Rupees 50,000 formerly settled for him by Rao Saheb, now in paradise (Mahdoo Rao).

He shall be assigned a jaghire of Rupees 3,00,000 in lands chosen by the Sircar, and shall serve with 500 horse whenever he is ordered.

ARTICLE 2.

The Sircar fixed an allowance of Rupees 30,000 for Kundee Rao Gaekwar, and he was to serve with 500 horse whenever I choose; let a letter be given to enforce this.

Let the former agreement be conformed to.

ARTICLE 3.

It was formerly agreed that Kundee Rao Gaekwar should account for the collections of all my lands entrusted to him in Camawis (over and above his jaghire of Rupees 30,000), and also for the tribute he levied on Edur and other places; he has paid me Rupees 50,000; let him pay the rest.

You shall have a letter directing you and him to adhere to old engagements and to settle equitably.

ARTICLE 4.

If any one calumniates me, do not believe him.

I will not without reason.

ARTICLE 5.

I have always had possession of the Dhabarry's estate; let me have it still.

The estate that was entrusted to you has been given to the right owner; say no more about it.

ARTICLE 6.

Let me have entire possession of the villages of Narrayengunge, Taimbee, and Oomercare, in the pergunnah of Wun, of which I am Potal.

Rejected.

ARTICLE 7.

Maharood Ram Chunder has a serinjam from the Sircar and from you ; let it be continued to him.

ARTICLE 8.

Let the title of Sena Khas Kheyl be conferred on Futteh Sing Rao,

The title of Sena Khas Kheyl shall be conferred on Futteh Sing as above.

ARTICLE 9.

You formerly engaged to serve with your troops ; do so.

ARTICLE 10.

Let Madhajee Bullal exercise his office of Furnaveese according to former practice.

ARTICLE 11.

The Sircar ought to give me an indemnity for the five lakhs of country ceded to the British. It has only given Sowlee ; let it give the rest.

Rejected.

ARTICLE 12.

Let the other Articles formerly settled in the time of my father Rao Saheb, now in paradise, be confirmed.

ARTICLE 13.

There are many debts, old and new, to bankers and farmers of the revenue owed by the (Gaekwar's) chiefship, and much distress on account of arrears due to troops ; the country also is undone by internal

Let Ballajee Naik Beera and Gopal Naik be paid, and the rest may be paid by degrees.

disorders; the government must therefore prohibit all persons from demanding their money till the country recovers and the chiefship is restored to vigor, after which all that can be done will be done.

ARTICLE 14.

Let a letter be written to Amrut Rao Appajee to admit the Gaekwar's administration in Ahmedabad as heretofore.

Do you send a respectable Comaisdar to the city, and Amrut Rao will admit your administration as heretofore. A letter will be written to him to that effect.

ARTICLE 15.

In addition to all this, if any of my relations come to the Sircar, let them not be supported.

If you maintain your relations as formerly, they shall not be listened to by the Sircar.

ARTICLE 16.

Let Govind Rao be sent to the presence; let Gunnesb Eshwunt bring him; a letter will go direct to the abovenamed desiring him to come to the presence.

Agreed.

ARTICLE 17.

If Govind Rao Karkoon send troops, let him be forbidden, and if any Silladars attempt to go to him from the Deccan, let them be checked and detained.

An injunction to that effect will be issued.

(Sd.) M. ELPHINSTONE,
Resident at Poona.

Dated Rejeb 22nd, 1178.

MEMORANDUM relative to FUTTEH SING RAO GAEKWAR SENA
KHAS KHEYL SHUMSHER BAHADOOR, Arabic year 1179 (A.D.
1778-79).

ARTICLE 1.

Peishwa's answer.

The Sircar is not to assist Govind Rao Gaekwar. He is to be brought from Ahmedabad to the

The Article entered into on this subject last year, 1178, to be conformed to.

presence, and when he arrives there, he is to receive the allowance of Rupees 1,50,000 settled by the late Rao Saheb, and to serve whenever he is ordered with 50,000 horse.

ARTICLE 2.

The British have come with battalions into the neighbourhood of Surat, and are going to disturb the country. If I fall out with them, the Sircar is to assist me, and the Chief of Ahmedabad is to join me.

If the British are false to you, you shall be assisted.

ARTICLE 3.

I was last year admitted by the Sircar into the administration of Ahmedabad, but the Chief of Ahmedabad did not conform; let the administration now be put into the old train, and let a Hoojra of the Sircar's be sent to put my officer in possession.

A letter shall be written to the Umuldar to admit your administration.

ARTICLE 4.

If any one should misrepresent me to the Sircar, they are not to be attended to.

They shall not be listened to if they are in the wrong.

ARTICLE 5.

Let me have a grant of the whole of the villages of Narrayengong and Oomercare, in the Prant Wun, of which I am Potal.

Rejected.

ARTICLE 6.

The same as Article 3rd of the Agreement of 1178 (except that 2,00,000 is mentioned instead of 3,00,000 about Kundee Rao).

The same as before.

ARTICLE 7.

The same as Article 17th of the Agreement of 1178 (about Govind Rao).

The same as before.

ARTICLE 8.

By the Peishwa.

Whatever money you shall appear to have collected from the Sircar's hands you are to repay.

ARTICLE 9.

An indemnity ought to have been given by the Sircar for the five lakhs of country ceded to the British; of this the pergunnah of Sowlee only has been given, and the rest was last year promised by Mahdoo Rao Sedasew to be given as soon as an answer should come from Calcutta; but it has not been given; let it be so now.

This will be enquired into when Antajee Naik shall come to the presence, and steps taken in consequence.

ARTICLE 10.

Govind Rao is at Ahmedabad, and is always creating disturbances, whence it is necessary for me to keep up my troops all the year, by means of which the principality is ruined. If the said person be called to the presence, the distractions in the country will abate, and I, having discharged my extra forces, will attend and serve the State with my regular annual contingent.

This matter shall be arranged.

ARTICLE 11.

My father (now in paradise) settled an allowance on Kundee Rao Gaekwar, who was to serve with 500 horse; this was enjoined him last year, but he has not conformed to it; let a Hoojra and a Karkoon now be sent to have things settled on the old footing. He pays no share of the money given to the Sircar; therefore from this year forward let him have only Rupees 2,00,000.

Adhere to the former Agreement.

ARTICLE 12.

If any of my relations come to the Sircar, do not support them.

Do you maintain them, small and great.

ARTICLE 13.

The same as Article 13 of the Treaty of 1178.

Let Ballajee Naik Beera, Gopaul Naik, and Krishna Naik Kurvay be paid now, and the other bankers may be paid by degrees.

ARTICLE 14.

Let the Dhabarry's estate remain with me as before.

Rejected.

ARTICLE 15.

If my Silladars make false statements to the Sircar and ask assistance, do not attend to them.

I will not hear them if in the wrong.

ARTICLE 16.

Let Govind Rao Gaekwar be brought to the presence.

On a fit occasion he will be summoned.

ARTICLE 17.

Banker's security must be given for the money engaged for; therefore Gunneshrum, Narrayen, and Gopaul Rao Ram Chunder shall set out for Guzerat on the full moon of Cheiter Soodh; they will be fifteen days on the road, and on the 8th, after their arrival, they are to send by a kossid an acknowledgment of the debt under Futteh Singh's hand, and in eight days more a banker's security bond must arrive. Let Antajee Nagaish soon arrive.

(Sd.) M. ELPHINSTONE,

Resident at Poona.

Dated the 7th Rubce-ool-Awul, 1179.

PESHTA AND GAEKWAR.

APPENDIX No. 6.—Page 78.

MEMORANDUM RELATIVE TO FUTTEH SING RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR 1182 (A. D. 1761-82).

ARTICLE 1.

In the time of His Highness Rao Saheb, now in paradise, an agreement was entered into; according to it let both parties proceed and not deviate from it.

Peshwa's answer.

The agreement made in the time of my late father Madhoo Rao shall be adhered to.

ARTICLE 2.

My estates Mokassa and Domelee villages, etc., have been sequestered by the Sircar; let them be released and continue undisturbed in future.

Your estates Mokassa, Domelee villages, etc., shall be continued to you as before.

ARTICLE 3.

Let the villages, houses, etc., belonging to my Silladars, Bargeers, and Karkoons which have been sequestered be restored, and let them go to and from without obstruction and let their property which has been seized be restored.

The villages, houses, etc., belonging to your Silladars and Karkoons that have been sequestered shall be restored.

ARTICLE 4.

Let my title remain to me as it is, and let Govind Rao Guikwar, who has come to the presence, remain as he is; let him receive the same allowance as he did in His Highness Rao Saheb's time until the difficulties of my principality shall be surmounted.

All this has been promised before and is now confirmed.

ARTICLE 5.

The British having taken my district (Surat Attaveessee, etc) gave

According to former agreement, let the Sircar restore you your lands, and

me an indemnity in the Sircar's country at Ahmedabad and elsewhere; therefore, when a Treaty is made with the British, let them be made to restore my lands, and let the Sircar take its lands. I will not oppose the pleasure of the Sircar; be so good as to continue mine to me.

do you restore the Sircar's lands, including Ahmedabad.

ARTICLE 6.

Let the five lakhs of country the English formerly took from me be restored when a Treaty is made.

When there is a negotiation for a Treaty with the British, your lands will be negotiated for.

ARTICLE 7.

You must not interrupt the construction of the temple of Chundoba, which I am building at Neemgong.

It shall not be obstructed by the Sircar.

ARTICLE 8.

I have accounts to settle with Antajee Naik, Govind Gopaul, and other new people. I shall proceed to do so; let not the Sircar take their part.

You may settle your fair claims on Antajee Naik and Govind Gopaul. The Sircar will not support them.

ARTICLE 9.

I owe a great deal of money to different people, and when my State gets over its difficulties, I will pay them by degrees. Let not the Sircar take their part, so as to trouble my government.

Pay the bankers to whom you owe money by degrees.

ARTICLE 10.

With respect to my arrears of tribute and the service of my troops, His Highness Dada Sahab sent Govind Rao Guikwar into Guzerat, where he seized on the country and none of the revenue came to me, and I was involved in arrears to troops and other difficulties. After this His Highness Dada Sahab came

Your tribute and the service of your troops up to this time shall be excused.

and I did not join him, but stood firm to the government and served with Hurry Bullal. When Hurry Bullal returned to the Deccan, the British defeated me, took money from me, and completely ruined my principality, so that I contracted great expenses for troops. On this account let my arrears of tribute up to this day and the service of my troops be excused.

ARTICLE 11.

The invasion of the British obliges me to pay and keep my troops for the defence of my principality; therefore, until that calamity is over, I can neither serve by my troops nor in person, but I shall remain faithful to the Sircar.

Remain in that quarter faithful to the Sircar until the war with the British shall be over.

Peishwa's confirmation.—The above eleven Articles are agreed to, and separate paper of accounts is given to you; according to it do you by all means pay the money at the times fixed and remain faithful to the Sircar.

(Sd.) M. ELPHINSTONE,

Resident at Poona.

Dated Jemmadee-ool-Akhir, the month of Jesht 1182.

Translation of a Memorandum accompanying the accounts for 1182.

MEMORANDUM.—Futteh Sing Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor 1182, Sumwut 1838.

You are indebted to the Sircar for its tribute, but you have represented that owing to the disturbances of the British your revenues do not come in and your country has suffered greatly, on which account the payment of the tribute has been fixed in the following manner:—

Rupees 4,00,000.

(Then follow the instalments.)

(Sd.) M. ELPHINSTONE,

Resident.

PESHTA AND GAEKWAR.

APPENDIX No. 7.—Page 78.

MEMORANDUM regarding GOVIND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR, dated in the Arabic year 1194 (A. D. 1793-94).

The titles of Sena Khas Kheyl Shumsher Bahadoor and the serinjam were formerly assigned by the Sircar to Manajee Rao, and he having died, the sail titles and the serinjam and country, forts and garrison, which were formerly granted by the Sircar, are from this year granted to the abovenamed. The following are the pecuniary and other terms that have been settled on that account :—

Imprimis.—In consideration for his title, lands, etc., he the said Govind Rao is to pay the sum of Rupees one crore and one.

For annual tribute, including compensation for military service from 91 to 93, viz., for three years, Rupees 43,62,000, being at the rate of Rupees 14,54,000 per annum; for his titles and lands the tributary gift of Rupees 56,38,001, total Rupees 1,00,00,001.

2nd.—That various sums being due from the deceased Manajee Rao, some having been paid, upon the receipt of Rupees 20,00,000, all demands are to cease upon Govind Rao —Agreed.

The above sum of Rupees one crore twenty lakhs and one is to be paid in the following way, namely : Govind Rao makes oath and swears that upon his arrival at Baroda he will, without any deceit or mental reservation, make over whatever money, jewels, and clothes may be in the treasury of that fort as part payment, and the remainder to be liquidated without fail before the Dussera next year.—Agreed.

Three thousand horse are to be maintained by him for the public service, and in case of necessity these are to be increased to 4,000, and if it be further required, he is to add there his own personal services on the spot, and to obey all the orders of his superior. Should the troops not be kept up, he is to pay annually the sum already mentioned.—Agreed.

Of the debt due by you to Ballajee Naik Beera, for which the government is security, you are to pay the sum of one lakh yearly till the whole be liquidated.—Agreed.

The district of Soorlee, which had been given to Futteh Sing Guikwar as an indemnity, is to be restored.—Agreed.

Whatever money, jewels, or clothes may be sent are to be estimated according to their real value.

The establishments of the families of Mulhar Rao Guikwar and Syajee Rao Guikwar are to be maintained according to their rank, so that no complaint reach the Sircar.—Agreed.

Madhaje Bullal was the Furnaveese of your principality; he is dead; his son Vishnool Mahdoo is appointed in his room; let him receive the pay and fees of his office according to former practice.

Whatever may have been agreed upon between the late Peishwa Mahdoo Rao and the Guikwar family is to remain in force.—Agreed.

The city of Ahmedabad, which has relation to both parties, to be regarded as if it was settled at the time of Mahdoo Rao. If any innovations have been made on the part of the Guikwar without the Peishwa's consent, they are to be abolished.—Agreed.

You are to pay to the bankers of Poona by degrees the sums due by you to them, for whom the government is security.—Agreed.

You are punctually to fulfil (every year) your annual agreements with the government, namely, the yearly gift of Rupees 7,79,000, and if your troops are not required, Rupees 6,75,000, in total Rupees 14,54,000; after having paid up the sum total of the tributary gift, you are punctually to settle your yearly accounts.—Agreed.

The government having bestowed these honours on you, on your part you are to behave with fidelity and carefully to perform all your engagements with it.—Agreed.

If you have fine elephants worthy my acceptance, you are, upon your arrival at Baroda, to send three elephants and five horses.—Agreed.

If you have any choice jewels, you are to send them to me to the amount of one lakh of Rupees, each being estimated at its intrinsic value over and above what has been named.—Agreed.

You are to pay back to bankers the lakh of Rupees (together with the interest due) advanced to you by the government.—Agreed.

Rubbee-ool-awul 29th in the Hindoo year 1194, A.D. 1793.

TRANSLATION.

MEMORANDUM of the annual payments to be made by **GOVIND RAO GUIKWAR** (whose title is) the powerful Commander of Armies, in the year 1198, or A.D. 1797.

Due in the year 1194, A.D. 1793, Rupees one crore twenty lakhs and one, namely:—

IN LIEU OF MILITARY SERVICE.		Rs. a.	Rs. a.
From the year 1191 to 1193, i.e., for three years, being at the rate of			
Rupees 14,54,000 per annum			43,62,000 0
For his titles and lauds the tributary of			56,38,001 0
			1,00,00,001 0

	Rs. a.	Rs. a.
2nd.—That various sums being due on account of nuzzur and other annual payments from the deceased Man Sing Rao Gaekwar, it was agreed to pay in discharge of them . . .	...	20,00,000
Due for the last four years, i.e., from 1194 to 1197, inclusive . . .	...	58,16,000
Being for the tribute gift	7,79,000 0	
For Military service of 300 horse, according to an agreement, by which, if they are not required, money was to be paid per annum	6,75,000 0	
	14,54,000 0	1,78,16,001 0

Of which the following sums were discharged, namely :—

In the years 1195 and 1196, through Hurry Bhukhtee, at one time for payments in the following manner :—

To the payment of different creditors belonging to the Sircar in money	16,50,275 0	
In discharge of a debt to Hurry Bhukhtee	1,25,000 0	
In presents from the Sircar to the Gaikwar's vakeel	9,500 0	
In discharge of a debt to Bickajee Ram Chunder	10,00,000 0	
In specie	7,15,225 0	
		35,00,000 0

In the year 1196 the sums below mentioned were paid, on the days also below mentioned, in the Treasury of the Sircar, namely :—

On the 25th of Jemmadee-oal-Awul	25,000 0	
„ 11th of Rujjub	80,000 0	
„ 9th of Shabun	25,000 0	
Also payment to certain creditors of the Sircar	6,25,000 0	
		17,00,000 0

In the year 1198, on the 11th of Suffer, for the expenses of the army of Dowlut Rao Scindia, for which a receipt ought to have been given

25,00,000 0

Paid to the creditors of the Sircar through Raojee Appajee in the following manner, namely :—

To Mahadajee Anund Beeree, on the 17th of Rujjub 1198, in part of one lakh due to him by the Sircar for the expenses of his troops	25,000 0	
To Rago Bissonath Gorbalee, in part of 5 lakhs due to him by the Sircar for the daily pay of his troops	50,000 0	
To Venace Anund and Luchmon Vitul, by a draft dated 15th Jethy 1198, in part of Rupees 1,75,000	25,350 0	
To Mahadajee Kumaleh	141 0	
To Sumbajee Sutwa	121 0	
Also to the people employed in the arsenal in part of Rupees 50,000 due to them by the Sircar on the 5th of Shabun 1198	500 0	

1,01,112

To a payment made to Gunesh Antajee, a Salledar Karkoon, in consequence of a representation of Raojee Appajee

9,000 0

Appendix No. 7.—Peshwa and Gaekwar.

	<i>Rs. a.</i>	<i>Rs. a.</i>
For the food and expenses of the troops of body, which were sent under Gunesh Sumbajee, a Salledar Karkoon, for the purpose of carrying money, which was paid in the following manner, viz. :—		
To Cundee Rao Bullal, for the troops of the Body Guard .	10,998 4	
To Myrallee Pygoora, also for other expenses of the Body Guard	11,774 8	
To Gunesh Sumbajee and the following servants: Syajee Adoo, Jawajee Baudarah, Jomajee Naij, Imaum, etc. .	237 8	
		3,100 4
There remains to be paid—		
Remitted on account of the misfortunes that befel the Guikwar, as represented by Raojee Appajee, from the many tributary gifts that were presented in the time of Maun Sing Rao and since then Guikwar to the government .	60,00,000	
There remains therefore, in fact, only the sum of . . .	39,82,789	
		99,82,789 0
		1,78,16,001 0

It was therefore determined that in the year 1199, Rupees 19,91,001 was to be paid in the following year, namely :—

	<i>Rs.</i>	<i>Rs. a.</i>
To Bam Chunder Naig Wanoollee's draft, dated the 6th of Zelletty 1197, which was included in the general account under his name on the 17th of Suffer 1198, and was comprehended in the debts due to the Soucars—		
	<i>Rs. a.</i>	
Through Hurry Bhukhtee	15,00,01 0	
„ Dyaram Jhoorhee	20,000 0	
	17,00,001 0	
A draft will be given in discharge of debts due to Hurry Bhukhtee Soucar, which must be paid	1,50,000	
To Mahadajee Anund Bheeree, for the expenses of the Army .	75,000	
And to whomsoever the government may give bills, the amount is to be paid off	66,000 0	
		19,91,001
Then there remains to be paid .		1,99,178
		39,82,789 0

Which remainder is to be paid in the year 1200 without fail.

According to the agreement by which you are expected to keep ready at all times for the field 3,000 horse, and in case of need 4,000, and you are to be there in person in case of greater necessity, and if there was an employment for the troops, they should obey any orders they should receive. Should the troops not be required, they should pay the sum already mentioned.

The city of Ahmedabad, which has relation to both parties, is to be regarded as it was settled in the time of Madhoo Rao. If any innovations have been made on the part of the Guikwar without the Peishwa's consent, these are to be abolished.

If you have fine elephants worthy my acceptance, you are, upon your arrival at Baroda, to send three elephants and five horses.

The Sircar lent you one lakh of Rupees through bankers, which should be paid with interest when drafts were issued, as was agreed upon in the year 1194; that agreement was not fulfilled. Let the lakh of Rupees, with interest, now be paid to whomsoever may receive drafts.

Mudhaje Mulhar formerly held the office of Furnaveese to the Guikwar; he is since dead, and the Sircar engaged that the office should descend to his son Vishnoo Madhoo. The usual salary and Carcoonee are required for him, all which was formerly settled by agreement.

You are to pay to the bankers of Poona by degrees the sums due by you to them, for which the government is security.

It was formerly agreed that the Guikwar should present to the Sircar jewels to the value of a lakh of Rupees, exclusive of the money already claimed, but this has not been done; jewels which are *bond fide* of that value are now required.

Of the debt due by you to Ballajee Naig Bheera, for which the government is security, you are to pay the sum of one lakh yearly till the whole be liquidated. This is now demanded.

The establishment of the families of Mulhar Rao are to be maintained according to their rank, so that no complaint reach the Sircar.

This was written on the 10th of Shabun 1198 (A.D. 1797).

PESHTA AND GAEKWAR.

APPENDIX No. 8.—Page 81.

TRANSLATION of a SUNNOD from HIS HIGHNESS the PEISHWA to the GUIKWAR GOVERNMENT.

After the usual compliments.—From Bajee Rao Raghonath Purdhan, to Bhugwunt Rao Guikwar, dated in the year 1205.

You have at present the management of the talook of Ahmedabad in the province of Guzerat, north of the Mahee river, and it is now conferred upon you for ten years, *viz.*, from the commencement of the present year 1205 to the end of the year 1214.

The annual jumma of the abovementioned talook is as follows :—

	<i>Rs.</i>	<i>a.</i>	<i>Rs.</i>	<i>a.</i>
The city of Ahmedabad :—				
Asin jumma, Sewasee jumma, etc.	1,46,010	11½		
Monthly pay for Sebundy to be paid by the Guikwar, at Rupees 6,000 per month	72,000	0		
	-----		2,18,010	11½
The pergunnah of Vellaud			3,54,952	0
The pergunnah of Beerungaon and Gogeh	2,50,720	15		
Deduct for the three villages of Gogeh, Rampore, and Choorā, ceded to the Honourable English Company	5,000	0		
	-----		2,45,720	15
The pergunnah of Duskooree			1,04,350	0
The pergunnahs of Toseer, Tamneh, etc., mehals, <i>viz.</i> :—				
The pergunnahs of Toseer, Tamneh, Burrasinore, Veerpore, Mundabad (it is not clear whether this is intended for Mohummudabad or Mahmoodabad), Antrolee, independent of Sebundy and Domalehgaon			1,15,001	0
The pergunnahs of Purratee, Mondasih, and Hursool, independent of Sebundy			14,876	0
The tannah of Mandul in the pergunnah of Beerungaon			3,781	14
The pergunnahs of Palunpore and Goleh			44,600	0
The pergunnahs of Cambay and Dundookeh, and the villages of Gogeh Rampore, and Choorā, <i>viz.</i> :—				
Ceded to the Honourable Company	1,65,000	0		
Charitable donations	3,669	0		
	-----		1,68,669	0
Collections made by the manager when he moves through the districts			20,131	10
The countries of Kattywar, Sorut, etc., <i>viz.</i> :—				
The talooks of Sirdar and Rajkoteh (exactly so in the original)	19,069	0		
The district of Ardsee and Kotra	6,928	0		
The talook of Jundhun	1,000	0		

	<i>Rs.</i>	<i>a.</i>
The talook of Santlee	1,001	0
The „ of Buddalee	501	0
The „ of Baubra	1,801	0
The „ of Norva Nuggur	33,878	0
The „ of Cheetul	15,425	0
The „ of Bautwa	22,591	0
Poorbunder	7,200	0
The talook of Drafeh	1,001	0
The „ of Gorul	43,500	0
The „ of Joonagurh	9,500	0
The village of Koojee, belonging to Kantyas	225	0
Gram and forage collections in the talook of Dhrole, belonging to the pergunnah of Nowanuggur	3,001	0
The talook of Durwa	2,500	0
The „ of Kotra	1,500	0
The „ of Kaukwar	7,002	0
The „ of Kurraree	4,101	0
The „ of Kuddolneh	2,001	0
Detached villages, Kurserreh, etc., nine villages	2,534	0
The talook of Purjhunee	3,701	0
Villages of the talook of Megnee	1,102	0
The talook of Deheh and Chirkunee	2,750	0
The „ of Seesaleh	700	0
The „ of Dhala and Wauk Sarun	1,500	0
The „ of Kurbajamma	500	0
The „ of Koombooyeh	4,500	0
The talooks of Purdurree and Neekoteh	4,125	0
The talook of Mora	400	0
The „ of Gatka	500	0
The „ of Rayunjlaglut	500	0
The „ of Wussawur	30,000	0
The „ of Sultaunpore	3,000	0
The „ of Jayutpore	10,000	0
The „ of Durrehwaul	4,000	0
The talooks of Rajunpore and Mussaga	5,000	0
The talook of Ood Kotah	2,000	0
The „ of Koteaneh	7,000	0
The „ of Mungrool, including the Bunder	25,000	0
The „ of Cheerwar	10,000	0
The „ of Mudderdeh	2,000	0
The „ of Serwa	1,000	0
The „ of Joomdaup	1,200	0
The „ of Burwallee	5,000	0
The talooks of Jodhpore and Jaubhullee	3,325	0
The talook of Onadlehwar, including the Bunder	15,000	0

The amount of the following mehals, a share of which only belongs to this State, is not fixed, *viz.* :—

The Bunder of Jug Dwarka—

The city of Joonagurh Sorut, including the mint, judicial fines, foudjaree, kotwalee, etc.

Deewabunder—

The talook of Mohain beyond the Rewa (or Nerbudda).

The „ of Golwar.

The Sircar of Sorut, including Joonagurh, containing 62 mehals.

The talook of Ismaul Nuggur.

The „ of Sooree in Rajwara.

The countries of Cutch, Bhooj, Sindoo Saugur, and Nugger Thutta.

The talooks of Jutwar and Santulpore.

The country of Kaumbyas in Dwarka.

The talook of Danta.

Rs. a.

The above twelve talooks belong jointly to this State and that of the Guikwar, and half the amount of the collections are carried to the account of this government.

Exchange on coins and Treasury fees	69,244	6½
Established presents from the mehals, etc.	1,63,394	2

Jumma under different heads, *viz.* :—

For different individuals, and exclusive of the settlement 1,275 0

The village of Newapore, also called Ralege, in the talook of Buttoneh, belonging to the pergunnah of Petlaud 7,000 0

Deduct amount already included in the jumma of the above pergunnah, under the head of Ain jumma 4,592 8

2,407 8

Balance under the head of Sewaee jumma to be added to make up the full amount 26 13

3,709

To be deducted—

On account of Durruckdars, Karkoons, pagodas, charitable donations, Doomaleh districts, villages and lands, etc., *viz.*, Durruckdars and Karkoons.

In the pergunnah Petlaud—

Gunest Wishwanauth Moojumdar 250 0

Gopaul Poondleck Furnaveese 250 0

Hurry Wishwanauth Futonveese 300 0

Ram Chunder Bullal, dependent upon Gungadur Abajee 125 0

Ramajee Keshoo 200 0

Junardhun Wishwanauth Gereh, dependent upon Baul Joshee Maulgoodkurr 200 0

The different Karkoons according to the Sunnuds which shall be granted from the presence 2,160

In the pergunnahs of Tosur, Tannah, etc., mehals.

In the pergunnah of Tosur—

Abajee Wishwanauth Furnaveese 150 0

Mulhar Syajee Moozumdar 150 0

To different Karkoons according to Sunnud, which shall be granted from the presence 100 0

	<i>Rs.</i>	<i>a.</i>
In the pergunnah of Tannah—		
To Gunput Rao Moreshever Moozumdar	125	0
To Gunput Rao Jeewajee Furnaveese	100	0
In the pergunnah of Veerpore—		
To the Furnaveese Gungadhar Ramchunder	200	0
In the pergunnah of Burrasinore—		
To Lukshmun Hurry, dependent upon Yedneshwar Diksheat . .	250	0
To Gopal Krishn Moozumdar	100	0
In the pergunnah of Mundabad—		
To different Karkoons according to the Sunnuds which shall be granted from the presence	150	0
Krishnajee Wishwanauth Moozumdar	100	0
Myput Damodur Furnaveese, dependent on M'aal Gomajee . .	100	0
In the pergunnah of Unholee—		
To Seoram Gopaul Furnaveese	100	0
To Meeta Laul Royal Peshkar	100	0
In the pergunnahs of Purratee, Mondaseh, and Hursaal.		
In the pergunnan of Purratee—		
To Baboo Rao Jewajee Furnaveese	100	0
To Ditto Govind Moozumdar	100	0
According to Sunnuds to be granted from the presence, viz. :—		
In Moondaseh—		
To Keshoo Ram Moozumdar	150	0
To Govind Hurry Furnaveese	125	0
To different Karkoons	200	0
In the city of Ahmedabad—		
To Mahadajee Bullal Moozumdar and Sayeer Nuwees of the city .	650	0
To Hurry Chintamun attached to the city mint	150	0
To Bajee Bhowrao Subnuveese	256	0
Sree Nowass Sham, Futonuveese	125	0
To Hurry Ram, dependent on the Subnuveese	75	0
To the following persons dependent on Nursing Cundeh Rao, viz. :—		
Wasdeo, Lukshmun, Kotwal	350	0
Gunesh Keshoo attached to the public buildings	125	0
Dunker Keshoo, Writer to the Kotwal	150	0
To Antajee Narain Moozumdar, of Kota	250	0
To Suddasheo Seth Kurjeh, of Kota	150	0
To Sreeput Bughonath Takleh, attached to the Sayur	150	0
Bapoojee Bullal attached to the mint	300	0
Krishnajee Gungadbur, Examiner of Weights	100	0
Khooshall Chund, Persian Writer	50	0
Chimnajee Narain, Fojedar	150	0
Khundoo Wishanauth, Moonshee	250	0
Jewajee Sree Newass	300	0

	<i>Rs.</i>	<i>a</i>
Amrut Rao, Vitul, Dufterdar of the city	300	0
Naro Morashur	200	0
Butchajee Baubjee Furnaveese, attached to the mehal of Kota	250	0
Gungadhur Dondeo	410	0
Gunesh Gobind, Dufterdar	100	0
Ragoo Bhikajee, attached to the Moozumdar	500	0
According to Sunnuds which shall be granted from the presence	3,090	0
In the pergunnah of Dushcoree—		
To Jywant Eshwunt Furnaveese	100	0
Bapoojee Krishn Moozumdar	233	0
To different Karkoons according to Sunnuds which shall be granted from the presence	500	0
In the pergunnah of Beerumgaon—		
To Kesho Rao Vinkutesh Moozumdar	449	0
Ragonath Wasdeo Furnaveese	2,049	0
Moroo Ram Karkoon, attached to the Moozumdar	100	0
Bhewrao Trimbuck, Dufterdar	300	0
Vnsajee Narain, attached to the Furnaveese	75	0
Ballaajee Junardhun, dependent on Bhyroo Joshee	100	0
Hurry Gunesh	87	0
To different Karkoons according to Sunnuds which shall be issued from the presence	900	0
Attached to the Suwarree of the Manager—		
Naroo Govind Moozumdar	1,000	0
Purseram Kundehrao, Dewan	500	0
Krishn Rao, Deevajee	1,000	0
Mahadajee Wishanauth	1,000	0
Sadasheo Yadow, Subnaveese of the fort of Gagel	200	0
Vitul Sadasheo Bukhsee	400	0
Gopaul Bullal, Chitnuveese	400	0
To different Karkoons according to the Sunnuds which shall be issued from the presence	4,600	0
To the following persons from any employment that may be given to them in the city of Ahmedabad or upon the Katchwar Suwarree, viz. :—		
Mahadajee Krishn Joshee	500	0
Govind Baboo Rao	300	0
To Bapoojee Autmaram, Wakanuveese, attached to the city on his producing the original Sunnud of the Government	75	0
According to the Sunnuds which shall be issued from the presence, viz. :—		
To Nagurdars Goureshunker, Writer attached to the city	250	0
Ramajee Anunt Rao from Veerpore	100	0
To the following persons :—		
1 attached to the Dewan	875	0
1 attached to the Moozumdar	1,750	0
1 attached to the Furnaveese	2,000	0

	<i>Rs.</i>	<i>a.</i>	<i>Rs.</i>	<i>a.</i>
In the pergunnah of Goreh—				
To Vidyadbur Jyeshunkar Wydh	200	0		
Gopaul Jewajee Futnaveese	150	0		
Bagoo Keshoo Tosur Furnaveese	400	0		
Total for Dunukdars and Karkoons	34,909	8		
For pagodas and charitable donations—				
For pagodas—				
For that in the tannah of Mondal pergunnah—				
Bearumgaon	653	0		
To Sree Dwarkanath, viz.:—	<i>Rs.</i>	<i>a.</i>		
Provisions for strangers	1,000	0		
Religious ceremonies respecting the Toolsee	140	0		
Pay to Goureesunkar, Brahmin	300	0		
For the provisions laid as offerings be- fore the gods (besides Rs. 500 paid by the Guikwar)	500	0		
For provisions to Wamun Indra Samee	250	0		
	2,190	0		
For offerings of provisions and clothes and expenses of worship to Sree Som Eshwar of the Kahetra of Prub- has in the country of Sorut, and clothes and provisions to the Brahmin, etc.	1,400	0		
Total for pagodas . . . . .	.....		3,655	3
For charitable donations according to the settlement made in the year 1187, of which a detailed statement will be hereafter furnished, and according to which the payments should be made and receipts taken			16,249	2½
For Domaleh districts, villages, and lands—				
Enam in the pergunnah of Duskooree—				
The village of Waganee held by Doodhadanee Gosaeen	1,801	0		
The village Vedulpore held by Vezbhookun	901			
The village Koojaul held by the Aleo Mahomed Khan	851	0		
The village of Wurreeaje held by Cazeo Roshkerodeen	2,101	0		
The village of Meestpore, held by Pranaut Govind Wydh	200	0		
The village of Wankseon, in the pergunnah of Petlaud, held by Bamsing Borat Bhat	2,250	0		
The villages of Sadehsur and Hurgoreh in the pergunnah of Petlaud, which were held in Serinjani by Vitul Rao Moreshwar, and resumed by the government, and given in management to Abajee Mahadeo Kateh, viz.:—				
Sadehsur	4,051	0		
Hurgoreh	1,216	0		
	5,267			

The village of Kansaree, in the pergunnah of Petland, held by Hureshwar, son of Wareshwur Treewarce	<i>Rs.</i>	<i>a.</i>	<i>Rs.</i>	<i>a.</i>
	1,200	0		
The village of Nowapore, called also Raleje, in the talook of Kuttoneh, belonging to the pergunnah of Petland, of which half was under the immediate management of the government, and the other half held by Dadabhoj Amil. The whole was given in Enam by Sunnud last year to Choossoojee, son of Jumshydjee	7,000	0		
Enam lands in the pergunnah of Burcomgaon held by Bhowanpooree, son of Seopooree	75	0		
The pergunnahs Dundooka and Cambay and Rupees 5,000 for the villages of Rampore, Choora and Gogeh, ceded to the Honourable Company	1,65,000	0		
Total Domaleh Rupees . . . . .	.....		1,86,146	0
Charges under different heads—				
For one elephant attached to the Fillkhanah	1,900	0		
For 104 camels attached to Shootarkhanah	8,710	0		
For 21 horses attached to the Paga of the Hoozoor, including the horses given as nuzzurs	6,055	0		
For the charges of guns belonging to the Topekhanah	25,300	0		
For debts payable, viz., an annual payment due to Armert Rao Apajee, son of Apajee Gunesh, who had formerly the management of the talook, in discharge of an advance made by him to government, to be paid according to barauts to be granted from the presence	25,200	0		
Total . . . . .	.....		66,685	0
Durbar kherch			<i>Rs.</i>	<i>a.</i>
			20,000	0
Maharoodrah Ramechunder formerly held in serinjami some villages in the pergunnah of Petland, which are to be disposed of according to Sunnuds that shall be granted from the presence			26,000	0
Charges in the city of Ahmedabad—				
Mutsudies of the city, viz. :—				
Alee Mahomed Khan, Dewan	1,000			
Lalldass Mesta Laal	150			
Baptee Walah	250			
Cazee Nizamooddeen	1,000			
Nutto Laul Mehta	200			
Mirza Azeem	90			
Hajee Murad	150			
Hur Laal	60			
	.....		2,900	0
Gardens	200			
Sirkarkhanah	50			
Charges of Butkees	100			
Charity	1,050			
Light at pagodas	175			
Religious ceremonies	800			
Public buildings	10,000			
	.....		14,775	0
			.....	3,68,590 13½

The above sum, Rupees 3,68,599-13½, is the amount of deductions on account of Durruckdars, Karkoons, pagodas, charitable donations, Domaleh districts, villages, and lands, etc. Of this, the sum of Rupees 1,86,146 is on account of Domaleh districts, villages, and lands, which districts, villages, and lands are to continue in the possession of those who have hitherto held them.

The balance, Rupees 1,82,453-13½, is to be paid according to the statement detailed above.

DEDUCTIONS—continued.

Pay to the Maamlutdars, revenue charges for Sebundy, extra charges, etc.	.....	4,52,629 15
Total deductions	.....	8,21,229 12½
Balance, Rs.	.....	10,07,771 3½

For the above balance of Rupees 10,07,771-3½, after deducting interest, exchange, and mushaheerah upon the russud, it is now agreed that the annual rent be fixed at four-and-a-half lakhs of Rupees, viz.—

	Rs.
Ain Kussud	3,75,000
Kasgee Untust	25,000
Durbar Kherch	50,000
Rupees	4,50,000

This amount to be paid in the following instalments:—

On the 1st of Srawun Soodh	1,50,000
On the 1st of Pous Soodh	1,50,000
On the 1st of Wysakh Soodh	1,50,000
Rupees	4,50,000

According to this annual rent of four-and-a-half lakhs of rupees, the amount for ten years, viz., from the commencement of the present 1205 to the end of the year 1214, is forty-five lakhs of rupees, after deducting interest, exchange, mushaheerah on the russud, khasgee untust, and durbar kherch, shall be received as the rent for the above ten years.

From the present year 1205, the annual amount of four lakhs and a half of rupees of the currency of the government treasury is to be paid according to the instalments above detailed for ten years, which will amount to forty-five lakhs of rupees.

Articles for regulating the maamlut, 1st.—The annual rent of the above-mentioned talook for ten years, viz.:—

From the commencement of the present 1205 to the end of the year 1214, after deducting interest, exchange, and mushaheerah on the russud,

khasgee untust, and durbar kherch, is fixed at four-and-a-half lakhs of rupees, to be paid according to the instalment above detailed, and receipts taken.

Upon the faith of the Honourable Company, the maamlut of the talook has been conferred upon you for ten years at a reduced rent. In consideration of the friendship which subsists between the two States, it is proper that the Company's government should make enquiries respecting the actual jumma of the talook in question, and if it should appear that any increased collections are made, whatever may be the just share of this government must be paid, exclusive of the fixed rent; but if the collections should happen to be less than the fixed rent, you are, nevertheless, bound to pay to government the four-and-a-half lakhs of rupees, according to the terms above stated, which you have accepted, and without making any representations to government respecting defalcation of revenue.

ARTICLE 3.

Owing to the oppression exercised in the city, by extorting heavy fines, etc., many Sahookars and ryots have left the place. It is necessary that the fines be imposed in an equitable manner, and that there be no oppression in order that the city may be populous.

ARTICLE 4.

It is necessary that attention be paid to encourage the population of the districts of the talook, that the fallow lands be cultivated, that the ryots be not oppressed, and that no injury be done to the government.

ARTICLE 5.

The domalehgaon, charitable donations, allowances to pagodas, etc., to be continued according to former usage.

ARTICLE 6.

The Maamlut has been conferred upon you, and you must exercise it with discretion and propriety, and with due respect to the government.

ARTICLE 7.

The Maamlutdar of the government has hitherto conducted the business of the city in the government cutcherry, and has had the charge of the gates, etc. The business must continue to be conducted in this manner.

ARTICLE 8.

The Guikwar must not erect any great buildings, forts, or thannahs in the talook, the city, or those districts which are held jointly by this State and the Guikwar, which may occasion any inconvenience to this government. The management must be conducted according to former usage.

ARTICLE 9.

In the mint of the city, the gold and silver coins must be coined of the full weight and standard according to the former usage, and without any innovation.

ARTICLE 10.

If complaints should reach the presence of great oppression being committed in the city and districts, and the government should in consequence issue any orders, they must be attended to according to propriety.

ARTICLE 11.

Whatever horses and elephants may be given as nuzzurs by the Suwustaneeks and zemindars on account of the Suwarree (or Moolookgeeree) must be sent yearly to the government.

ARTICLE 12.

The Maamlut must be conducted in a manner tending to increase the prosperity of the government.

ARTICLE 13.

The allowances of the Furnaveese, Moozumdars, and Durrukdars and Karkoons must be regularly paid.

ARTICLE 14.

Receipts must be taken for all payments made according to the statement detailed above.

ARTICLE 15.

The Maamlut of the talook in question has been conferred on you for ten years on the terms above stated. You must accordingly pay the rent conformably to agreement. On the commencement of the eleventh year, you must, without any hesitation on account of balances of revenues, advances of money, Sebundy charges, or any other circumstance, deliver over the whole talooka in a populous and well-cultivated state, and the city, the forts, thannahs, etc., with their stores, to whatever Maamlutdar may arrive with a Sunnud from the Sircar, and this is guaranteed by the Honourable Company.

The Maamlut must be conducted according to this Sunnud containing fifteen Articles, and dated the 27th of Jemmadee-ool-Akhir, corresponding with the 2nd October A.D. 1804.

TRANSLATION of a SUNNUD or ORDER from BAJEE RAO RAGONATH, the PESHWA, to BHUGWUNT RAO GUIKWAR, dated the 22nd Jilhej 1219 Hegiree, or 24th March 1805.

Whereas the business of the district of Ahmedabad, in Guzerat, was entrusted to you, and the amount of annual settlement thereof determined, you are in consequence hereby desired to pay the same, on account of this government, and according to the settled instalments, to the British Resident on the part of the Bengal Government, who will accordingly make the payment to this Sircar, and receive an acknowledgment for the same.

KATHIAWAR.

APPENDIX No. 9.—Page 179.

Statement of separate jurisdictional and non-jurisdictional States in the Province of Kathiawar, showing the gross revenue of each and the amount of tribute, etc., paid by them corrected up to October 1890.

PRESENT PAYMENT IN GOVERNMENT RUPEES.												
No.	Names of States and talukas.	Class of jurisdiction.	Number of independent tribute-payers.	Number of villages in each taluka.	Estimated gross revenue in Rupees.	Amount of perpetual settlement concluded by Colonel Walker, reduced to Government Rupees.	PRESENT PAYMENT IN GOVERNMENT RUPEES.					TOTAL.
							British tribute.	Gaekwar tribute.	Junagad Zortalbi.	Ahmedabad Sukhi.		
1	2	3	4	5	6	7	8	9	10	11	12	
JHALAVAD PRANT.												
Jurisdictional.												
1	Dhrangadhra	1st	1	129	Rs. 7,80,000	Rs. 45,302	Rs. 40,071	.....	4,006	.....	44,677	0
2	Vankar A	2nd	1	87	3,38,000	17,422	17,422	.....	1,457	.....	18,879	0
3	Limbdi	2nd	1	B 44	2,90,000	44,102	44,128	.....	1,390	.....	45,533	0
4	Wachwan	2nd	1	31	4,25,000	26,242	25,916	.....	2,682	.....	28,691	8
5	Thar-Lakhtar	3rd	1	51	80,000	6,949	6,763	.....	464	.....	7,351	0
6	Saela	3rd	1	38	65,000	17,397	15,001	.....	510	.....	15,511	0
7	Chuda	3rd	1	14	72,000	.....	6,324	.....	676	.....	7,143	6
8	Muli	4th	1	19	1,00,000	8,251	7,501	.....	1,858	.....	9,354	0
9	Barjana	4th	1	27	1,00,000	7,980	7,880	.....	.....	.....	7,987	10
10	Patri	4th	1	7	15,000	5,235	3,219	.....	.....	.....	3,219	4
11	Vanod	5th	1	11	15,000	1,953	1,953	.....	.....	.....	1,953	0
12	Bhoika— Jhala Chandrasingji (Other shareholders have no jurisdiction).	6th	1	3	13,000	1,759	1,759	.....	279	.....	2,133	3
13	Rai Sankli	6th	1	2	9,000	.....	556	.....	.....	.....	998	0
14	Rajpur A	6th	1	3	25,000	2,597	2,412	.....	186	.....	2,598	0

Statement of separate jurisdictional and non-jurisdictional States in the Province of Kathiawar, showing the gross revenue of each and the amount of tribute, etc., paid by them, corrected up to October 1890—continued.

No.	Names of States and talukas.	Class of jurisdiction.	Number of independent tribute-payers.	Number of villages in each taluka.	Estimated gross revenue in Rupees.	Amount of perpetual settlement concluded by Colonel Walker, reduced to Government Rupees.	PRESENT PAYMENT IN GOVERNMENT RUPEES.					TOTAL.
							British tribute, Rs. a. p.	Gaekwar tribute, Rs. a. p.	Junagad Zortali, Rs. a. p.	Ahmedabad Sukhdi, Rs. a. p.		
1	2	3	4	5	6	7	8	9	10	11	12	
JHALAVAD PRANT— contd.												
Non-Jurisdictional— contd.												
44	Bhadvana	•	•	2	5,544 0 0	998 0 0	998 0 0	•	88 0 0	•	1,081 0 0	
45	Tavi	•	•	1	2,711 0 0	310 0 0	310 0 0	•	25 0 0	•	835 0 0	
46	Kesharia	•	•	1	1,651 0 0	278 0 0	278 0 0	•	•	•	978 0 0	
47	Devalla	•	•	2	5,232 0 0	467 0 0	467 0 0	•	56 0 0	•	523 0 0	
48	Bhathan	•	•	2	3,159 0 0	641 0 0	641 0 0	•	60 0 0	•	701 0 0	
49	Jhamar	•	•	1	4,016 0 0	464 0 0	464 0 0	•	•	•	464 0 0	
50	Bhalala	•	•	1	2,045 0 0	474 0 0	474 0 0	•	•	•	474 0 0	
51	Palali	•	•	2	4,800 0 0	357 0 0	357 0 0	•	46 0 0	•	403 0 0	
52	Kherali	•	•	2	10,611 0 0	678 0 0	678 0 0	•	•	•	678 0 0	
53	Gundiali	•	•	1	12,000 0 0	1,408 0 0	1,408 0 0	•	•	•	1,408 0 0	
54	Mowasa	•	•	2	6,203 0 0	•	•	•	114 0 0	•	559 0 0	
55	Sejapur	•	•	4	5,895 0 0	•	•	•	•	•	•	
56	Bhimora	•	•	11	8,133 0 0	•	•	•	116 0 0	•	482 8 0	
57	Chobari	•	•	2	5,209 0 0	•	•	•	63 8 0	•	371 0 0	
58	Bananbor	•	•	3	2,103 0 0	•	•	•	45 0 0	•	199 0 0	
59	Ramparda	•	•	1	2,103 0 0	•	•	•	•	•	76 0 0	
60	Metra-Timba	•	•	2	1,084 0 0	•	•	•	•	•	75 0 0	
		•	•	1	1,550 0 0	•	•	•	•	•	363 0 0	
		•	•	•	•	•	•	•	72 0 0	•	•	

Statement of separate jurisdictional and non-jurisdictional States in the Province of Kathiawar, showing the gross revenues of each and the amount of tribute, &c., paid by them, corrected up to October 1890—continued.

No.	Names of States and Talukas.	Class of jurisdiction.	Number of independent tribute payers.	Number of villages in each Taluka.	Estimated gross revenue in Rupees.	Amount of perpetual settlement concluded by Colonel Walker, reduced to Government Rupees.	PRESENT PAYMENT IN GOVERNMENT RUPEES.					TOTAL.
							British Tribute.	Gaekwar Tribute.	Junagad Zoratalbi.	Ahmedabad Sahhdi.	Rs. a. p.	
	2	3	4	5	6	7	8	9	10	11	12	
					Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	
SOMRAH PRANT—contd.												
<i>Jurisdictional—contd.</i>												
7	Dejan— Kotlia Bhan Bhim (other shareholders have no jurisdiction).	6th } 6th }	4	12	46,215 0 0	.....	.....	2,956 0 0	.....	...	2,956 0 0	
8	Kuba.	6th	2	1	4,500 0 0	.....	.....	.....	.....	...	.....	
9	Amreli, His Highness	6th	3	1	4,600 0 0	.....	.....	.....	.....	...	.....	
10	the Gaekwar	...	...	...	.....	4,823 0 0	1,621 0 0	.....	7,492 8 0	...	9,113 8 0	
11	Bagsara— Vala Harsur Laxman " Giga Valera A (other share holders have no jurisdiction).	5th } 6th }	5	15	1,58,000 0 0	.....	.....	2,554 0 0	1,544 0 0	...	4,098 0 0	
Non-Jurisdictional.												
12	Jhanka	...	2	1	5,000 0 0	.....	.....	185 0 0	.....	...	185 0 0	
13	Lakhpedar	...	1	1	4,060 0 0	.....	.....	154 0 0	24 0 0	...	178 6 6	
14	Kaser	...	1	1	2,500 0 0	.....	.....	195 0 0	.....	...	195 0 0	
15	Kedhrta	...	1	1	2,000 0 0	.....	.....	52 0 0	.....	...	52 0 0	

[illegible]

Statement of separate jurisdictional and non-jurisdictional States in the Province of Kathiawar, showing the gross revenue of each and the amount of tribute, etc., paid by them, corrected up to October 1890—continued.

PRESENT PAYMENT IN GOVERNMENT RUPEES.											
No.	Names of States and Talukas.	Class of jurisdiction.	Number of independent tribute payers.	Number of villages in each Taluka.	Estimated gross revenue in Rupees.	Amount of perpetual settlement concluded by Colonel Walker reduced to Government Rupees.	British Tribute. (C)	Gaekwar Tribute.	Junagad Zoratalbi.	Ahmedabad Sakundi.	TOTAL.
1	2	3	4	5	6	7	8	9	10	11	12
					Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.
18	HALAB PRANT. Jurisdictional—contd.										
	Lodhika—	7th	12		25,000 0 0	1,287 0 0	1,287 0 0	.....	405 0 0	...	1,692 0 0
19	Jadeja Harising	7th	13		19,000 0 0	2,366 0 0	2,366 0 0	.. ..	350 0 0	...	2,716 0 0
20	Pathaji	7th	1		2,000 0 0	246 0 0	246 0 0	.....	78 0 0	...	324 0 0
	Vedali	7th	1								
	Non-Jurisdictional.										
21	Sisang-Chandli	...	5	2	7,500 0 0	498 0 0	720 0 0	.....	226 0 0	...	946 0 0
22	Virva	...	1	1	1,000 0 0	149 0 0	149 0 0	.....	44 0 0	...	193 0 0
23	Kantastali	...	2	1	1,200 0 0	84 0 0	84 0 0	.....	27 0 0	...	111 0 0
24	Mawa	...	3	1	2,000 0 0	120 0 0	120 0 0	.....	38 0 0	...	158 0 0
25	Kotda-Nayani	...	4	1	6,000 0 0	542 0 0	.....	542 0 0	145 0 0	...	687 0 0
26	Kanpur Ishwari	...	4	2	5,000 0 0	.....	209 0 0	.....	117 0 0	...	347 0 0
							21 0 0	.....		...	
27	Bhalgaon	...	2	1	2,000 0 0	.....	185 0 0	.....	58 0 0	...	262 0 0
							39 0 0	.....		...	
28	Dhrava	...	9	23	60,000 0 0	3,706 0 0	3,706 0 0	.....	1,165 0 0	...	4,871 0 0
29	Satodad	...	4	4	12,000 0 0	1,466 0 0	1,466 0 0	.....	461 0 0	...	1,927 0 0
30	Anarspur	...	3	2	16,000 0 0	511 0 0	511 0 0	.....	.....	...	511 0 0
31	Mullia Deri	...	2	7	14,000 0 0	.....	1,279 0 0	.....	175 0 0	...	1,454 0 0
	TOTAL	...	60	1,267	54,29,200 0 0	3,52,409 0 0	1,65,084 0 0	1,87,606 12 0	19,658 0 0	...	3,72,946 12 0

34	Ramanka	...	2	1	1,500	0	0	709	0	0	.....	574	0	0	98	0	0	672	0	0																			
35	Vadod	...	1	1	2,200	0	0	940	0	0	.....	940	0	0	162	0	0	1,102	0	0																			
36	Akampur	...	1	1	4,060	0	0	1,335	0	0	.....	1,335	0	0	162	0	0	1,897	0	0																			
37	Dhola	...	1	1	1,500	0	0	325	0	0	.....	325	0	0	59	0	0	884	0	0																			
38	Gadhali	...	3	3	9,000	0	0	1,689	0	0	.....	1,689	0	0	301	0	0	2,000	0	0																			
39	Samadhiala (Charan)	...	2	1	860	0	0	.....	0	0	.....	.....	0	0	.....	0	0	903	0	0																			
40	Ratanpur Dhamanka	...	3	3	5,850	0	0	750	0	0	.....	750	0	0	153	0	0	5,398	0	0																			
41	Datia	...	24	24	23,000	0	0	4,664	0	0	.....	5,069	0	0	299	0	0	417	0	0																			
42	Chok	...	2	2	6,800	0	0	.....	0	0	.....	394	0	0	23	0	0	290	0	0																			
43	Aeyavej	...	2	2	5,200	0	0	.....	0	0	.....	252	0	0	8	0	0	714	0	0																			
44	Ranigam	...	2	1	25,566	0	0	.....	0	0	.....	714	0	0	.....	0	0	163	0	0																			
45	Morechopna	...	1	1	700	0	0	.....	0	0	.....	154	0	0	9	0	0	111	0	0																			
46	Gandhol	...	1	1	2,000	0	0	.....	0	0	.....	103	0	0	8	0	0	136	0	0																			
47	Jalis Amraji	...	1	1	2,200	0	0	.....	0	0	.....	128	0	0	8	0	0	111	0	0																			
48	Bobisala	...	2	1	3,101	0	0	.....	0	0	.....	103	0	0	8	0	0	319	0	0																			
49	Pah	...	2	1	2,550	0	0	.....	0	0	.....	307	0	0	12	0	0	112	0	0																			
50	Bodanones	...	1	1	1,052	0	0	.....	0	0	.....	103	0	0	9	0	0	60	0	0																			
51	Sordiyadar	...	1	1	975	0	0	.....	0	0	.....	52	0	0	8	0	0	322	0	0																			
52	Samala	...	2	1	2,700	0	0	.....	0	0	.....	307	0	0	15	0	0	518	0	0																			
53	Samadhiala	...	2	2	8,000	0	0	.....	0	0	.....	510	0	0	8	0	0	274	0	0																			
54	Rajpara	...	2	2	2,525	0	0	.....	0	0	.....	256	0	0	18	0	0	185	0	0																			
55	Chiroda	...	1	1	900	0	0	.....	0	0	.....	123	0	0	12	0	0	31	0	0																			
56	Vasanones	...	1	1	490	0	0	.....	0	0	.....	31	0	0	.....	0	0	154	0	0																			
57	Vadai	...	2	2	2,550	0	0	.....	0	0	.....	154	0	0	.....	0	0	103	0	0																			
58	Dedarda	...	1	1	4,100	0	0	.....	0	0	.....	103	0	0	.....	0	0	31	0	0																			
59	Jalis Manaji	...	1	1	2,000	0	0	.....	0	0	.....	31	0	0	.....	0	0	128	0	0																			
60	Kanjarda	...	1	1	2,500	0	0	.....	0	0	.....	128	0	0	.....	0	0	322	0	0																			
61	Bhandaria	...	3	2	4,800	0	0	.....	0	0	.....	307	0	0	15	0	0	109	0	0																			
62	Satanones	...	2	1	950	0	0	.....	0	0	.....	103	0	0	6	0	0	50	0	0																			
63	Junapadar	...	2	1	550	0	0	.....	0	0	.....	42	0	0	8	0	0	2,35,398	0	0																			
TOTAL																			...	130	978	48,53,419	0	0	1,25,197	0	0	1,44,231	0	0	44,505	0	0	36,662	0	0	2,35,398	0	0
GRAND TOTAL																			...	427	4,219	1,78,23,251	0	0	9,07,415	0	0	6,95,924	4	0	2,90,338	4	0	92,421	8	0	10,79,520	12	6

A.—Under Agency management at present.

B.—Besides these 44 villages Limbi has 28 villages in the Ahmedabad Collectorate.

C.—Figures in italics indicate "Vatav," i.e., the difference between the Surti Rupees and Company Rupees.

D.—Jafrabad State receives 360 Rals from the Junagad State.

E.—Government receives Rupees 15,000 as share in the customs of Porbandar.

F.—In Bhavnagar, under column 8, T denotes tribute, S subsidy, and J Janna.

G.—Lathi does not pay British Tribute but gives to the Guekwar Government one horse as Nazarana.

ABSTRACT.

Number of Prants.	Names of Prants.	Number of Talukas in each Prant.	Number of independent tribute payers.	Number of villages in each Prant.	Estimated gross revenue in Rupees.	Rs. a. p.	Amount of perpetual settlement concluded by Colonel Walker, reduced to Government Rupees.	PRESENT PAYMENT IN GOVERNMENT RUPEES.				TOTAL.
								British Tribute.	Gaekwar Tribute.	Junagad Zoratalbi.	Ahmedabad Sahkdi.	
								Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.
1	Jhalavad . . .	64	153	712	30,72,617 0 0	2,40,640 0 0	2,39,122 4 0	382 0 0	17,914 0 0	836 12 6	2,58,235 0 6	
2	Sorath . . .	29	84	1,262	44,68,015 0 0	1,89,169 0 0	1,46,887 0 0	57,844 0 0	18,187 8 0	...	2,22,919 0 0	
3	Halar . . .	31	60	1,267	54,29,200 0 0	3,52,409 0 0	1,65,864 0 0	1,87,606 12 0	19,658 0 0	...	3,72,948 12 0	
4	Gohilvad . . .	63	130	978	43,53,419 0 0	1,25,197 0 0	1,44,231 0 0	44,505 0 0	36,662 0 0	...	2,25,398 0 0	
	TOTAL . . .	187	427	4,219	1,78,28,251 0 0	9,07,415 0 0	6,95,924 4 0	2,90,398 4 0	92,421 8 0	836 12 6	10,79,520 12 6	

KATHIAWAR POLITICAL AGENCY, }
 RAJKOT : }
The 26th October 1891.

(Sd.) G. E. HANCOCK, Colonel,
Acting Political Agent.

KATHIAWAR.

APPENDIX No. 10.—*Page 181.*

SUBSTANCE of a DRAFT of an AGREEMENT proposed to the PEISHWA's Government by MR. ELPHINSTONE on the 15th March 1815. .

It was formerly customary for the tribute of Kattywar and Mahee Kanta to be collected by the Peishwa and the Guikwar by sending forces into the province. This method was found inconvenient, because the expense of the armament was a deduction from the tribute, and also because the Kattees, being kept in a state of constant hostility by this system, continually retaliated by incursions into the parts of Guzerat belonging to the Mahratta State. To remove these evils, the Guikwar (being at that time Sirsoobehdar of Ahmedabad) resolved, on his own part and that of the Peishwa, to effect a permanent settlement by which the presence of troops should be no longer necessary. The British Government also resolved to concur in effecting this settlement, as well with a view to support its allies, the Peishwa and the Guikwar, as to secure its own dominions in Guzerat from the irregularities produced by the former state of things in Kattywar. Accordingly, in the year 1807, Sumwut 1863, a force of the Honourable Company's, with a body of horse of the Guikwar's, was sent into Kattywar, and engagements were concluded with the Chiefs of that country by the Guikwar's ministers, under the guarantee of the Honourable Company, the good effects of which have ever since been felt. Similar arrangements were afterwards made on the same principles in Mahee Kanta. His Highness the Peishwa having since resumed the farm of Ahmedabad from the Guikwar, it becomes necessary to draw up a memorandum of the course to be hereafter pursued.

ARTICLE 1.

The Honourable East India Company, having taken security for the payment of the tribute during the first ten years, engages, in case of failure by the Chiefs, to procure the payment of the tribute to His Highness the Peishwa from their securities until the end of the ten years, the Peishwa engaging to abstain from all interference with the Chiefs, and promising scrupulously to respect the engagements guaranteed by the Honourable Company.

ARTICLE 2.

The Chiefs shall send their vakeels to Ahmedabad to pay the Peishwa's share of the tribute, but no other claim of any description shall be advanced by the Sirsoobehdar, nor any authority exercised by him over the Chiefs or their ryots.

ARTICLE 3.

If it shall appear that there are any posts or forts belonging to His Highness the Peishwa in the Kattywar and Mahee Kanta, those shall be made over to His Highness, but His Highness shall maintain no garrisons in them which are not absolutely necessary for their ordinary defence, and shall not permit the garrisons to interfere with the people of the surrounding country.

ARTICLE 4.

The Peishwa's tribute shall be paid at Ahmedabad, agreeably to the ten years' settlement, and if the payment is interrupted, the British Government will procure its completion, and His Highness shall not, within the said ten years, interfere in the smallest particular with the Chiefs. If, after the expiration of that period, any Chief withhold his tribute, the British Government is no longer to be considered answerable for it, but it will concur with the Peishwa and the Guikwar in endeavouring to procure security for the tribute as before, so that it may be collected without expense. In the event of failure (in procuring security), the Guikwar and the Peishwa shall act in concert for the recovery of their tribute, and shall share the expense incurred in that operation; but as the British Government and the Guikwar would suffer from any disorders in Kattywar no less than the Peishwa, His Highness is to levy the tribute as at present fixed, and to make no additional demand; he is to send no troops into the country as long as that tribute is faithfully discharged, and is to respect the ancient rights of the Boomeeas as stated in the separate engagements.

ARTICLE 5.

Any representations which the British Resident at Baroda may make with a view to the preservation of the tranquillity of Kattywar and to the maintenance of the engagements made to the Chiefs, are to be attended to by the Sirsoobehdar.

(Sd.) · M. ELPHINSTONE,
Resident at Poona.

**SUBSTANCE of a DRAFT of an AGREEMENT proposed by the
PEISHWA's Government on the 5th of April, to be substituted
for that presented by MR. ELPHINSTONE.**

An annual tribute is due from the Boomeeas zemindars of Kattywar to the Sircar and the Guikwar, to collect which the armies of both used annually to go into Kattywar and Mahee Kanta, in consequence of which, when Bhugwunt Rao Guikwar was Sirsoobehdar of Ahmedabad, he detached the army of the Sircar along with that of the Guikwar into Kattywar and Mahee

Kanta, at which time (in the Arabic year 1207) the Boomeeas represented to both, through the Honourable East India Company, that annual expeditions of the Sircar's force and that of the Guikwar into Kattywar and Mahee Kanta, for the purpose of collecting the tribute, was an occasion of permanent distress to the Boomeeas, and that they were therefore ready to enter into engagements for the regular payment of their annual tribute during ten years, after the expiration of which period another settlement should be made, without their being exposed to the distresses of a military incursion. On this representation the Sircar's Officer in charge of Ahmedabad and the Guikwar considered that the collection of the tribute from Kattywar and Mahee Kanta required an annual movement of the troops of both, whereby an expense was incurred for the pay of troops; and, moreover, that the countries of both in the province of Guzerat suffered from the depredations of the Boomeeas, by which the cultivation of the country was obstructed, and they considered that, by entering into agreements with the Boomeeas, the tribute would be paid without the employment of troops, and the Boomeeas would be prevented disturbing the territories of the Sircar and the Guikwar, and the lands assigned to the pay of the Honourable Company's battalions. In consideration of these circumstances, they granted written terms to the Boomeeas for ten years (taking the security of the Honourable English Company for the payment of the revenue during that period), and accepted of written engagements on the part of the Boomeeas.

At the expiration of the last Arabic year 1214, seven years of the period engaged for had expired, and during those seven years the tribute was regularly paid, according to the agreement, to the Soobehdar of Ahmedabad and the Guikwar, through the British Government, without the necessity of sending troops. In the present year the Sircar has removed Bhugwunt Rao Guikwar from the Soobeh of Ahmedabad, and has appointed Trimbuckjee Dainglia to the office; but as hree years of the period fixed by the engagements contracted by the Sircar's Officer and the Guikwar are still unexpired, and as Mr. Elphinstone, the British Resident, represents that the engagements ought to be fulfilled by the Sircar, the following memorandum has been drawn up for the settlement of the remaining three years of the period to which the engagements extend.

ARTICLE 1.

- Bhugwunt Rao Guikwar, the late farmer of the talooka of Ahmedabad, is to deliver to the government the original papers containing the engagements of the Boomeeas, which he received through the British when he granted written terms to the Boomeeas, and he is to account for any money which he may have collected as Untust (secret bribes), Durbar Kherch (avowed gratifications), and the like, over and above the sums fixed by the engagements; the Boomeea zemindars are to come to Ahmedabad, and to remain in adherence (Roodjooa) to the officer of the Sircar, and during the three years that the engagements are to remain in force, they are to pay, under the security of the English, the money agreed for in the engagements entered into with the zemindars; and, moreover, they are to pay, under the security of the English, the Untust and Durbar Kherch (bribes and gratifica-

tions) which they may have been in the habit of paying over and above the money fixed by the engagements.

ARTICLE 2.

Agents on the part of the Boomeeas are to be permanently stationed with the Sircar's officer at Ahmedabad, and to pay the money engaged for, together with the Untust and Durbar Kherch, etc., annually into the treasury at Ahmedabad, and to take receipts for the amount. Beyond that they are not to be molested. They are to conform to the pleasure of the Sircar.

ARTICLE 3.

Whatever forts the Sircar may possess in Kattywar and Mahee Kanta, are to be given up to it with their stores, and garrisons are to remain in them on the Sircar's part for their defence; but the garrisons are not to oppress the ryots, and the Boomeeas are not to conduct themselves improperly towards the Killehdar.

ARTICLE 4.

It has been requested that the ancient practice of the Boomeeas, as stated in the separate engagements, may be adhered to; accordingly, the ancient practice shall be enquired into, and after that is ascertained, orders will be given accordingly.

ARTICLE 5.

Whenever disputes occur among the Boomeea zemindars of Kattywar and Mahee Kanta, in consideration of the security entered into by the British Government for the payment of the tribute, the British Resident at Baroda shall carry the Boomeeas to the Sircar's Officer at Ahmedabad and represent their differences, and shall act in such manner as may appear to them both most for the advantage of the Sircar.

ARTICLE 6.

The Guikwar claims money from the Sircar's districts on account of hay and corn (ghasdana); that money shall not be given to the Guikwar. The Boomeeas shall pay that money for hay and corn to the Sircar over and above their regular tribute.

ARTICLE 7.

After the expiration of the decennial arrangement no less tribute shall be taken than that fixed by the present engagements, but as much more as shall appear on enquiry to be obtainable.

(A true translation)

(Sd.) M. ELPHINSTONE,

Resident at Poona.

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